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MASTER AGREEMENT

between the

**HUDSON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**SUPPORT PERSONNEL
OF THE
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
LOCAL 372**

Effective July 1, 2012 through June 30, 2014

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MASTER AGREEMENT

PREAMBLE

The purpose of this Agreement is to establish a relationship between the Board of Education of the Hudson City School District, hereinafter referred to as the "Board"; and the Ohio Association of Public School Employees (OAPSE/AFSCME-AFL-CIO and OAPSE Local 372), hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION OF BARGAINING UNIT AND GENERAL PROVISIONS

A. Recognition

1. For the term of this Agreement, the Board hereby recognizes the Union as the sole and exclusive collective bargaining representative for all regular support staff employees in the following described unit:
 - a. Custodial
 - b. Food Service
 - c. Secretarial
 - d. Aides/Special Education Aides
 - e. Maintenance
 - f. Auxiliary Service Personnel
 - g. Secretaries of Hudson Community Education and Recreation
2. All employees employed with Administrative Contracts, EMIS employees, Network Manager, Treasurer's Secretary, Payroll Clerks, Account Payable Clerks, Superintendent's Secretary, Human Resource Secretaries, Assistant Superintendent's Secretary, Computer Repair Specialist, Computer Repair Secretary, Business Office Secretary, Director of Curriculum and Instruction Secretary, Director of Pupil Services Secretary, employees of the Six District Compact, individuals employed through Hudson Community Education and Recreation, except Community Education and Recreation Secretaries, security guards, and all non-teaching substitutes and certified personnel are excluded from the bargaining unit.
3. If the Board establishes a new job classification which is related to the Union's bargaining unit, such new classification, due to the nature of the work and its close proximity to other support staff bargaining unit positions, shall be included in the Union's bargaining unit. Should there be any question concerning placement of the new position or classification in the bargaining unit, or its possible exclusion, the Union and the Board's representative shall meet to discuss the matter.

4. If a substantial change is made in the job content or work load of one of the classifications covered by this Agreement, the following procedures shall apply:

Should the Union contend that such change is substantial enough to affect the wage rate of that classification; it shall inform the Board's representative in writing of such a contention within twenty (20) working days from the notification to the employee of such change. The Board's Representative and the Union shall meet as soon as possible to discuss this contention and to negotiate same.

5. The Board retains the right to unilaterally implement its proposed wage rate while the bargaining process continues. Any new wage rates established by agreement between the Union and the Board shall be retroactive to the date upon which the job content or work load was first changed. Nothing in this section shall be construed to penalize the Board for correcting an inefficiency.

B. Union Rights and Responsibilities

1. The Union may be permitted use of school mail for notices.
2. One complete Board agenda and minutes will be provided to the local Union president.
3. The Union shall notify the Business Manager when new officers are chosen.

4. Dues Deduction

- a. The Board agrees to provide payroll deduction of dues for any employee upon presentation of a signed authorization individually executed by the employee.
- b. Payroll deductions shall commence following the second pay in September and continue for 24 consecutive pay periods.
- c. Dues deduction authorizations, once submitted by the employees, shall be continuous until the authorization is revoked by the employee through written notification by the employee to the Treasurer of the School District, during the ten day period August 22nd through August 31st each year. A copy of the written and date stamped notification shall be forwarded to the OAPSE local treasurer.
- d. The Union shall forward to the Treasurer by September 1st each year the amount to be deducted for that year if changed from the previous year.
- e. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise from, or by reason of, action taken by the Board in reliance upon an authorization card submitted by an employee.

- f. Dues deduction may be started at any time during the 24 pay periods, but any deduction missed must be made up by the employee.
- g. All moneys deducted and a report of all deducts shall be sent to the State Union Treasurer. A copy of the report shall be sent to the local Union Treasurer.
- h. The Board agrees not to honor any check off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, or terms and conditions of employment.
- i. Each year, the Treasurer will provide a list of employees who are having dues deducted to Local 372. This list will be verified by Local 372 to assure that all employees are having the correct amount deducted and that all employees who should have payroll deduction are listed. The verified list shall be returned to the Treasurer by September 15th of each year. A list of all support employees will be mailed to the State Union Treasurer annually. The list will indicate the employee's classification, grade, step, hourly rate and number of hours employed. A copy will be provided to the local Union president.

5. Agency Shop

- a. Employees covered by this Agreement whose first day of regular assignment begins after July 1, 1984 and whose regular assignment equals or exceeds two-and-one-half hours daily effective after July 1, 1987, shall be required to either become or remain a member of the Union; or pay a fair share fee as a condition of retaining employment with the Hudson City Schools. There shall be no more than ten (10) employees regularly employed under two-and-one-half hours per day without the prior and expressed agreement of the Union.
- b. As of the effective date of this provision, or sixty (60) days after being hired, whichever is later, any new employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay to the Union a monthly fair share fee to reimburse the Union for expenses related to collective bargaining, contract administration, or grievance adjustment. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of the Agreement.
- c. The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to Union members.

- d. In accordance with Ohio Revised Code, Section 4117.09(c), the Union shall determine, upon request by a non-member, the amount of rebate to which non-members will be entitled, said rebate representing that portion of regular membership dues which is spent for support of partisan politics or ideological causes not germane to collective bargaining, contract administration, or grievance adjustment.
 - e. Fair share fees under this provision shall be deducted by the Board from the payroll checks of non-member employees and forwarded to the Union on a basis and in the same manner as regular membership dues are deducted and forwarded by the Board for Union members, except that written authorization for such deductions shall not be required from non-member employees.
 - f. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code Section 4417.09(c) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and Union. In addition, any such employee shall furnish to Union written receipts evidencing the monthly payments of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or fair share fee thereunder.
6. Provisions of this article shall apply to all current members, all current employees who become members, and all employees whose first day of regular assignment begins after June 30, 1984 except as noted in paragraph 5.a. above.
7. Union Time
- a. The local Union officials/members shall be permitted up to nine days paid Union time for attendance at a State convention and two days paid Union time for attendance at a district convention.
 - b. The local Union president may request additional time for local members for Union business. The Business Manager may at his/her sole discretion approve or disapprove such requests.
 - c. All requests for Union time shall be submitted as early as practical, but in no case less than five working days from the proposed absence.

- d. At the beginning of the school year, the Union shall provide the Superintendent/Designee a list of Union Leadership/Designees. A maximum of two (2) Union Representatives/Designees, shall receive one (1) hour per Representative of release time per week to deal with Union matters, documentation of use of hours may be required. Release time over two (2) hours shall be required to be made up. Approval by the Business Manager/Designee shall not be withheld unreasonably.
 - e. Time used to facilitate the Grievance procedure after the informal step, shall not be required to be made up. Use of Release time shall be limited to directly affected employees and shall cause the least disruption to the work schedule as possible.
 - f. The Union shall limit the use of school time for union meetings after 4:00 pm to six (6) hours per year. One (1) employee shall be required to remain in each building to provide coverage. (Exception: Ratification meetings shall not be held to the six (6) hour use of school time and building coverage limitation)
8. The Employer shall provide bulletin boards to be placed by mutual agreement in a suitable location in each building. The placement of such bulletin boards shall not be in a place that can be seen by the public. The Union is responsible for all content placed on the bulletin boards.

C. No Strike/No Lockout

1. The Union agrees that it will not either directly or indirectly call, sanction, encourage, finance or assist in any strike, slowdown, walkout, or work stoppage against the Hudson City School District.
2. If any violation of this article occurs, the Union shall notify all employees immediately that the strike, slowdown, walkout or work stoppage is illegal, and encourage all employees to return to work immediately.
3. The Board agrees that there shall be no lockout for any cause during the life of this Agreement. However, a complete shutdown or partial reduction by the Board for economic or other compelling reasons is not affected or limited by this provision and is not grievable.

D. The Board of Education of the Hudson City School District

1. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 ORC.

2. The exercise of these powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes.

E. Individual and Organizational Rights

1. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, ancestry, sex, age, marital status, or religion.
2. Members of the bargaining unit shall have the right to join, participate in, and assist the Union, and the right to refrain from such, but membership in the Union, or the payment of any fee or assessment to an organization shall not be a prerequisite for employment or continuation of employment for regular employees hired prior to July 1, 1984.
3. No reprisal of any kind shall be taken by or against any participant in negotiations between the Union and the Board by reason of such activity.
4. The Board of Education shall be responsible for payment of any judgment, costs and or expenses for any injury, death, or loss to person or property caused by an act or omission which occurred during the scope of employment of any unit member.

- F. The terms “work days” or “working days” in this Master Contract refer to days when an employee is regularly scheduled to work.

ARTICLE II – NEGOTIATION PROCEDURE

A. Directing Request

1. All requests for negotiating meetings shall be made by filing a Notice to Negotiate with the State Employment Relations Board with simultaneous service of a copy on the other party. Such filing shall not be made earlier than one hundred twenty (120) days prior to the expiration of this Agreement.
2. Within fifteen (15) days following the receipt of the request, the receiving party shall send a written reply to the official representative of the requesting party.
3. The Notice to Negotiate filed with the State Employment Relations Board shall indicate that the Federal Mediation and Conciliation Service has been selected as the mutually agreed upon dispute settlement procedure that supersedes the statutory procedures.

B. Scope of Bargaining

The scope of bargaining shall include wages, hours, fringe benefits or terms and other conditions of employment and such other items as may be mutually agreed upon.

C. The Negotiations Rules

1. All items for negotiations shall be submitted at the first meeting. No additional items shall be added unless by mutual consent of the representatives of the Board and the Union. Proposals shall inform and specifically identify that to which agreement is sought in terms acceptable to the proponent.
2. Negotiating sessions shall be held at times not requiring absence from regularly scheduled assignments. This provision may be changed by mutual consent.
3. Following negotiating sessions, the Board spokesperson shall provide typed copies of items as tentatively agreed upon.
4. Each negotiating team shall have no more than seven (7) designated members. There shall be provisions made for replacement of members by the respective teams.
5. During negotiations until the declaration of impasse, releases to the public news media concerning negotiations shall be limited to a broad statement that negotiations are in progress and/or that negotiations are proceeding. Each party agrees to refrain from discussing details of any proposal or counterproposal during this period.
6. During the course of negotiations, items tentatively agreed to shall be reduced to writing, initialed by the spokesperson for each negotiating team, and set aside. Such initialing shall be construed as tentative agreement by both parties on that item or issue until all issues are resolved.
7. Upon request of either party, the negotiations meeting shall be recessed to permit the parties to caucus for a maximum of thirty (30) consecutive minutes unless it is mutually agreed to extend the time.
8. Progress reports may be made to the represented bodies by its respective team.

D. Agreement

1. When tentative agreement is reached on the items being negotiated, a written copy shall be prepared for ratification by the Board and the Union.
2. The tentative agreement shall first be submitted to the Union for ratification.
3. If the Union ratifies the tentative agreement, the Board shall accept or reject the tentative agreement at its next regular or at a special meeting called for that purpose.

4. Upon acceptance of the tentative agreement by both parties, the President of the Union, the Field Representative, Superintendent, and the President and Treasurer of the Board shall sign the Agreement.
5. In the event either party rejects the Agreement, the parties shall schedule at least one more negotiation meeting to review the reasons for the rejection of the Agreement and to determine if further negotiations have the potential to reach mutual agreement.
6. The ratified Agreement shall become a Board of Education policy. Any other policy affected by the Agreement shall be revised.
7. The Board shall print and distribute to each bargaining unit member an official copy of the ratified Agreement. The cost of the printing shall be shared equally by the Board and the local Union. The local Union shall have the right of approval of the format of the Agreement, printer and cost.

E. Impasse

1. If agreement is not reached by the end of the fifty-first day prior to the expiration of the Agreement, either party shall have the option to declare impasse and request the aid of a mediator.
2. If impasse is declared by either party, it is with the understanding that impasse is declared on all issues where tentative agreement has not been reached by the parties. In such cases, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
3. The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

ARTICLE III – GRIEVANCE PROCEDURE

A. General

Reprisal – The grievance procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

B. Definitions

1. Grievance – A grievance is a claim by an employee based upon an alleged violation, misinterpretation or misapplication of the terms of this written Agreement entered into between the Board of Education and the Union.

2. Grievant – A grievant shall mean an employee or group of employees alleging that some violation, misinterpretation, or misapplication of the Agreement has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of the group.
3. Representation – At all steps of the grievance procedure, the aggrieved employee shall have the right to be represented at the hearing only by Union representatives or by himself/herself. The Union shall have the right to be present at all grievance hearings.
4. Grievance documents – No record, document, or communication concerning a grievance shall be placed in the personnel file of any employee involved in the procedure described herein. All records, documents, or communications concerning a grievance shall be maintained in a separate grievance file upon completion of the procedure described herein.
5. Individual Rights – Nothing contained herein shall be construed as limiting the individual rights of an employee to discuss a complaint or problem informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Union, providing the resulting adjustment shall be consistent with the terms of this Agreement.

C. Time Limits

1. “Days” as used in this grievance procedure shall mean regular working days. Christmas and Spring break shall not count as working days. Grievances that occur in the month of June shall continue and be expedited through the procedures following the close of school and calendar days shall be used.
2. The number of days indicated at each step of the grievance procedure is considered a maximum unless extended by written agreement of the parties.
3. Any grievance not initiated at Step One of the grievance procedure within ten (10) days after the grievance(s) knew or reasonably should have known of the event or condition upon which it is based shall no longer exist.
4. All grievances must be appealed to the next formal level within five (5) days following the rendering of the decision at the previous level. Failure to do so shall deem the grievance resolved based on the response at the previous step.
5. Failure of the administration to return a copy or respond to the employee and the Union President within the time limit stated at Step Two or Three of the grievance procedure shall mean that the grievance is automatically resolved in favor of the employee.

D. Grievance Procedure

Step One – Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor in an informal meeting. In order to be considered Step One, the employee must indicate on the grievance procedure form to the supervisor that this meeting is Step One in the grievance procedure.

Step Two – If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to file a written grievance with the Business Manager. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision(s) of this Agreement allegedly violated, misinterpreted or misapplied. The Business Manager and the immediate supervisor, and/or the appropriate administrator as determined by the Business Manager shall meet with the grievant and Union representative(s) within five (5) days following receipt of the written grievance. Following the meeting, the Business Manager shall complete his/her portion of the grievance form and return a copy to the employee, the immediate supervisor, appropriate administrator, the Union President and the Superintendent within five (5) days.

Step Three – If the grievance is not resolved in Step Two, the written grievance form shall be filed with the Superintendent or his/her designated representative within five (5) days from receipt of the Business Manager's decision, or the grievance shall no longer exist. After receipt of the formal grievance form by the Superintendent, the employee shall have the right to a hearing before the Business Manager and Superintendent and/or their designated representatives. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved employee shall be advised of the time, place and date of such hearing. Within five (5) days, the Superintendent or his/her designated representative must respond in writing on the grievance form. Copies are to be sent to the employee, Business Manager, immediate supervisor, appropriate administrator and the Union President.

Step Four – If the grievance is not resolved at Step Three, the Board and Union may by mutual agreement submit the grievance to Federal Mediation and Conciliation Service (FMCS) grievance mediation if the request of either party occurs within five (5) days after the decision is issued at Step Three. If the parties agree to mediation, they shall first attempt to agree on a mediator, and if unable to do so will ask FMCS to appoint a mediator. The Mediation will be conducted pursuant to FMCS rules.

Step Five – If the grievance is not resolved at Step Three or if the parties agree to utilize Step Four, the Union shall have the right to appeal the dispute to arbitration. Such appeal must be submitted within fourteen (14) days from the date the previous step is concluded. Within five days of receipt of the request for arbitration, the parties jointly will petition the Federal Mediation and Conciliation Service for a list of seven arbitrators. Both parties may request a second list. The arbitrator will be selected in accordance with the alternate strike method. The decision of the arbitrator shall be final and binding on the parties.

The expense of the arbitrator shall be equally shared by the local Union and by the Board of Education.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Agreement, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Master Agreement or contrary to law. In prescribing relief, the arbitrator may not usurp the legal authority vested by statute in the Board or the Superintendent. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to grant the relief sought if requested to do so by either party.

ARTICLE IV – EMPLOYMENT

- A. On the effective date of this Agreement, the Board and Union agree that employment between the Board and bargaining unit members shall be governed by the provisions of this article in place of Section 3319.081, ORC, paragraph A-F.
- B. Members of the bargaining unit expressly repudiate the contract provisions of Section 3319.081, paragraph A-F of the ORC. Neither they individually on their own behalf, or the Union or its local will undertake any action through the grievance procedure of this Agreement or to any court of competent jurisdiction to obtain any benefit that exists or may become available under the terms and conditions of any individual contract.

- C. Criminal Records Check

The Hudson City School District adheres to the criminal records check law as outlined in ORC 3319.39. In the event that an employee is tentatively approved by the Board of Education while the criminal records check is pending; and the results of the investigation are returned indicating a disqualifying crime, OAPSE 372 Local and Hudson City School District agree to terminate said employee immediately without recourse to the grievance procedure

- D. A newly hired employee shall serve a probationary period of 120 working days. During that time, the employee shall have no seniority rights and may be discharged by the Board at its sole discretion. The employee shall be evaluated in accordance with Board policy and procedure. The probationary employee shall not have recourse to the grievance procedure in the event of discipline or discharge. At the conclusion of the

probationary period, seniority shall be computed from the beginning of the probationary period.

- E. After probation, an employee may be disciplined or discharged for just cause for activities on duty, including but not limited to, violation of written rules and regulations of the Board and Administration, incompetence, inefficiency, dishonesty, chemical use, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure to perform assigned tasks, excessive tardiness, failure to report absence in a timely manner, falsification of sick or personal leave, loss of vehicle operator's permit if such permit is required in the performance of duty, or any other acts of misfeasance, malfeasance or nonfeasance. Employees shall not be disciplined in an arbitrary or capricious manner.
- F. Employees will be given a salary statement that shall specify the job title and dollar amount per hour to be paid.
- G. The current job description will be provided to each newly hired, transferred or promoted employee. Employees may suggest changes to job descriptions in writing to their immediate supervisor.
- H. Employees may terminate their employment fourteen days subsequent to filing a written notice of termination with the Business Manager. Employees who quit with less than fourteen days notice shall forfeit their entitlement to be paid for unused vacation.
- I. Drug and Alcohol Testing
 - 1. If the Administration asserts there is a reasonable suspicion to believe, based on specific, objective facts, that an employee is under the influence of alcohol and/or drugs or has used such substances on school property, that employee may be directed by the Superintendent or designee to undergo immediate medical testing by a Board selected certified (Certified by U.S. Department of Health and Human Services DHHS) laboratory at Board cost. Any employee who refuses to submit to medical testing under these conditions, will be subject to discipline for his/her actions on the job. The basis for the Superintendent or designee's direction that the employee undergo medical testing will be reduced to writing and provided to the employee no later than 72 hours after the direction is given.
 - 2. If medical testing shows the presence of alcohol, an illegal drug or mood-altering legal drug, the employee may request a confirmation test of the same sample (except for alcohol) at Board expense. If the confirmation results are positive, the employee shall be eligible to use sick leave or request disability leave for attending a rehabilitation program. The employee may, but has no obligation to recognize the need to participate in the employee assistance program until the problem is resolved or for up to six months. The employee may be subject to disciplinary action if the program is not completed.
 - 3. An employee will be restored to work status only after appropriate testing indicates the employee is free of drugs and alcohol. Any employee who

subsequently tests positive for alcohol, illegal drugs, or mood-altering legal drugs may be subject to appropriate disciplinary action.

4. Nothing in this provision shall be construed to limit the Board's right to impose discipline or discharge an employee under the provisions of Article IV.E. However, in any proceeding, while an employee is involved in a rehabilitation program, the proceeding will focus on job performance and no reference will be made to the rehabilitation program unless drugs or alcohol were involved in the incident leading to the discipline.
- J. Employees may be required to participate in up to sixteen (16) additional hours job-related in-service training programs per year, which, if required, shall be scheduled by mutual agreement between the Superintendent or designee and the OAPSE President. Employees will be notified in writing at least sixty (60) days in advance of the date and time of in-service programs. Employees will be paid in accordance with the terms of this Agreement for all hours spent attending in-service programs. Employees will be excused from such in-service training programs for the same reasons an employee could use personal leave pursuant to Article VII(B) and for vacations scheduled prior to the scheduling of the in-service training program.
- K. The parties agree that the Administration shall not be required to perform evaluation of Auxiliary Service personnel.
- L. Maintenance employees have one-half hour of undocumented time per work shift. Eight-hour custodians have two paid 15-minute breaks per work shift. Breaks cannot be combined with breaks or lunch, or used to shorten the work day. Breaks shall be scheduled to assure building coverage. Other employees may pause as needed during the work day.
- M. When an employee is temporarily unable to perform all of the regular functions of a job assignment due to physical limitations, the Board shall either 1) adjust the assignment so that the employee may continue working during the period of limitation, or 2) require the employee to use available leave (whether paid or unpaid) for the duration of the limitation, and subject to any conditions and restrictions provided by this Agreement, Board Policy and/or applicable law. An assignment adjustment may include temporary assignment to another classification with no change in rate of pay. Article V(E) shall not apply.

ARTICLE V – COMPENSATION

- A. The number of pay periods for the support staff shall normally be 26 payments. The number of pay periods may be reduced to 24 beginning on any July 1, provided that at least sixty days prior written notice is given to the Union. All employees shall be paid by electronic bank deposit.

- B. Any employee who is employed and has worked for 120 days for the period July 1 through June 30th of a given year will be credited with one year of service for step movement purposes. Serving less than 120 work days will not count toward a year of service for step or longevity pay purposes.
- C. Any employee promoted to a higher paying position outside their group as defined in Article VIII shall be advanced to hourly or annual wage increase on the effective date of the promotion.
- D. Any employee permanently assigned to a higher paying job within their job group shall be placed at the corresponding step of the new assignment as set forth in paragraph C of Article V.
- E. Any employee, temporarily working one to three work days in a higher rated job classification shall be paid their regular rate. After three consecutive work days in the same position, the employee shall be paid on the higher classification salary schedule, at their present step, for the remainder of the temporary assignment.
- F. Selection of such employees or other substitutes shall be the exclusive right of management and not subject to the grievance procedure.

G. Asbestos Pay

- 1. Any employee who repairs, encloses, encapsulates, inspects, and/or removes asbestos from Board facilities shall be paid Thirty Dollars (\$30.00) at a rate indicated as "Rate A" per hour if such work is performed during regular working hours; or at a rate as indicated as "Rate B" per hour if such work is performed during overtime hours, on a Saturday, on a Sunday, or on a holiday (in addition to holiday pay).

Year	Rate A	Rate B
2012-14	\$33.11	\$49.65

- 2. The Board shall provide and assume the cost of necessary safety equipment, training, certification and medical surveillance as prescribed by applicable Federal and State laws and regulations.
- H. Employees shall receive premium pay for a minimum of two hours at 1.5 times regular rate for checking buildings as required on weekends.
- I. Any employee who works on a holiday shall receive premium pay at 1.5 times regular rate for all hours worked, in addition to regular pay for the holiday.

J. Banquet Rate

- 1. Food service employees will be compensated at the following rates until they have reached 40 hours in one week (banquet and regular hours combined) and then will be compensated at one and one-half (1.5) times their regular rate of pay.

Banquet rates shall be increased the same percentage and at the same time as the across-the-board wage increase.

Position	2012-2014
Head Cook	\$20.75
Cooks Helper	\$17.99
General Food Service Worker	\$15.22

K. Retirement Contribution Tax Shelter

1. As an employee of the Board, a percentage of the employee's gross pay will be deducted from the employee's pay and deposited in the employee's account with the School Employees Retirement System. The Board then matches this amount with a percentage of the employee's gross pay, which is also deposited in the employee's account with the School Employees Retirement System. All percentage deductions shall be in accordance with SERS regulations.
2. For purposes of the salary schedule of this Agreement, total annual wage or wage per pay period for each employee shall be the wage otherwise payable under this Agreement. The total annual wage or wage per pay period of each employee shall be payable by the Board in two parts: (1) deferred wage and (2) cash wage. An employee's total annual wage or wage per pay period shall be equal to that percentage of said employee's total annual wage or wage per pay period which is required from time to time by the Ohio School Employees Retirement System ("SERS") to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employment as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash wage shall be equal to said employee's total annual wage or wage per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employee's total annual wage or wage per pay period otherwise payable under this Agreement (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
3. The Board shall compute and remit its employer contributions to SERS based upon total annual wages per pay period, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage or wage per pay period, less the amount for the "pickup". The Board shall report, for municipal income tax purposes as an employee's gross income said employee's total annual wage or wage per pay period, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

4. The pickup shall be included in the employee's total annual wage or wage per pay period for the purpose of computing daily rate of pay, for determining paid adjustments to be made due to absence, or for any other similar purpose.
5. The pickup shall apply to all payroll payments made with the first pay period after the adoption of this Agreement.
6. The contribution which is deducted from the employee's wage may be withdrawn upon resignation from employment by the Board. Forms for withdrawing retirement contributions may be obtained from the office of the Treasurer.
7. In case an employee discontinues service in Ohio Public or State supported schools and does not enter service covered by the Ohio Public Employees Retirement System, his/her total amount may be withdrawn. Also, employees leaving public school employment may leave their accounts with the Retirement System and thereby retain membership indefinitely.

L. Wage Rates

Zero percent (0.0%) wage increase.

Employees enrolled in comprehensive major medical insurance under Article VI, Section C(2), as of July 1, 2012, who will not receive a pay increase for the contract year beginning that date due to not moving to the next higher wage step shall receive a payment of \$325.00 with the first payroll of July, 2012.

Employees enrolled in comprehensive major medical insurance under Article VI, Section C(2), as of July 1, 2013, who will not receive a pay increase for the contract year beginning that date due to not moving to the next higher wage step shall receive a payment of \$325.00 with the first payroll of July, 2013.

M. Leadership Pay

The Superintendent or designee may grant up to One Dollar and twenty-five cents (\$1.25) per hour to employees at his/her discretion for leadership responsibilities, to be in effect for a defined period of time as prescribed by the Superintendent at the time of the appointment.

N. Calamity Days

Employees who work on calamity days or cancelled school days shall receive 1-1/2 rate of pay for all hours worked, in addition to regular pay for the calamity day. The close of an individual building will be a regular workday. Assignment to other buildings will be posted or assigned by the Supervisor.

ARTICLE VI – INSURANCE PROVISIONS

A. For purposes of this article only, the term “full time” shall mean employees who work thirty-five (35) hours per week for at least thirty-six (36) weeks in a school year. The term “part time” means those employees who work twenty-five (25) or more hours per week and less than thirty (35) hours per week for at least thirty-six (36) weeks in a school year.

B. Prior to July 1, 1993, an employee who works 20 or more hours per week and is enrolled in the insurance plan will not be required to meet the 25 hours per week eligibility requirement. If an employee elects to voluntarily decrease their work hours below 25 hours per week, this provision is not valid.

C. Insurance Coverage

1. Life Insurance

Fifteen Thousand Dollars (\$15,000) convertible term life insurance for full-time employees; \$8, 000 convertible term life insurance for part-time employees; or an amount equal to the annual base salary expressed to the nearest one thousand, if greater. In addition, employees may purchase additional term life insurance through payroll deduction subject to rules published each year up to \$100,000.

2. Comprehensive Major Medical Insurance

a. Premium Costs

- 1) The Board will pay eighty-five percent (85%), effective September 1, 2012, for the following coverages: single; employee and spouse; employee and dependent children; and family (employee, spouse and dependent children). Current contribution levels to remain in effect until. September 1, 2012

b. Coverage

The PPO Plan shall contain an annual deductible amount of Two Hundred Dollars (\$200.00) per individual and/or Four Hundred Dollars (\$400.00) maximum per family. After payment of the annual deductible, the benefits under the medical insurance plan shall be paid on an eighty percent/twenty percent (80%/20%) coinsurance basis of the reasonable and customary charges for all Hospitalization and Major Medical covered expenses for in-network charges. Out-of-network charges shall be paid seventy percent/thirty percent (70%/30%). In a calendar year, the coinsurance will change to one hundred percent (100%) whenever an employee’s deductible is met and co-payment(s) exceed Five Hundred Dollars (\$500.00) for single coverage or One Thousand Dollars (\$1,000.00) for family coverage in expenses for either the employee, covered dependents, or both in combination.

3. Dental Insurance

Dental Insurance essentially equal to the plan currently certified as in effect with alternate options as outlined below. Employees will have the option of electing to retain the present coverage (Plan “S”) for dental insurance or may elect to participate in Plan “T”. The Board will pay ninety-eight percent (98%) of the premium costs for single and ninety-five percent (95%) of premium costs for family coverage for Plan “S”. If an employee participates in Plan “T”, the school district will pay the full cost of individual coverage up to one hundred forty dollars (\$140.00) annually, and the school district will also pay the full cost of family coverage (single and dependent) of full time employees up to three hundred twenty-five dollars (\$325.00) annually. The monthly cost for an employee working thirty-five (35) hours or more and electing family Plan “T” dental shall not exceed Fifty-Five Dollars (\$55.00) per month. Premium costs for dental insurance for part-time employees shall be prorated using the same method as prescribed in VI(C)(2)(a)(2) above.

4. Section 125 Plan

A Section 125 Flexible Spending Plan in accordance with regulations currently in effect and as modified by future Internal Revenue Service regulations. Employees must meet the provisions of Article VI(A) and (B) to be eligible to participate in the Section 125 Plan. The Board of Education will pay for the employee’s participation in the Section 125 Plan.

5. Employee Assistance Plan

The Board will provide an Employee Assistance Program comparable to the plan in effect as of January 1, 2001. Information regarding the program may be obtained by contacting the Office of Human Resources.

6. Prescription Drug Insurance

a. Pharmacy

The Board agrees to provide for the Employee or covered dependent(s) prescription drug insurance, with co-pays as listed below. In a calendar year, the coinsurance will change to one hundred percent (100%) whenever the prescription drug co-pays as listed below exceed Seven Hundred Fifty Dollars (\$750.00).

Generic	\$10.00
Preferred	\$15.00
Non-Preferred	\$20.00

b. Mail Order Maintenance Drugs

The Board agrees to provide for the Employee or covered dependent(s) prescription drugs through a Mail Order Maintenance Drug Service provider, with co-pays as listed below. In a calendar year, the coinsurance will change to one hundred percent (100%) whenever the prescription drug co-pays as listed below exceed Seven Hundred Fifty Dollars (\$750.00).

Generic	\$10.00
Preferred	\$15.00
Non-Preferred	\$20.00

- c. Employees/covered dependents will use generic drugs if available. If employees/covered dependents prefer not to utilize the generic drug that is available, the employee will pay the cost difference between the generic and non-generic drug.

7. The Board shall offer a plan of vision insurance. A summary of vision insurance benefits, together with copays and premium costs, is contained in Appendix B.

D. Open Enrollment Period

During the month of May of each year of this Agreement or its successor(s), unless modified by mutual consent, there shall be an open enrollment period for the election of medical, prescription and dental insurance benefits for the next year starting July 1. Elections made during the open enrollment period shall remain in effect for that year except as noted below. Enrollment for additional life insurance will be made prior to December. Enrollment for the flex benefit plan will be made prior to December each year. Participating employees pay the administrative fee for this plan. Enrollment for EAP is automatic when hired. Employees may elect insurance coverage as follows:

1. Regular medical, prescription and/or dental coverage as specified above.
2. A preferred provider organization (PPO) plan as generally defined providing comprehensive medical prescription and/or dental coverage at a cost competitive with the regular plan if such plan(s) can be identified. These alternatives, if available, shall be offered at a cost to the Board not to exceed the cost of the regular plan specified above. Any additional cost of such alternatives shall be paid by the employee through payroll deduction.
3. Any employee or covered dependent who reaches age 65 during the life of this contract shall have the option to continue the medical coverage then in effect or to select medical coverage under Medicare. If the Board provided coverage is continued, it shall be the primary payer of medical benefits and Medicare shall be secondary. If Medicare is selected as primary, there shall be no secondary coverage paid by the Board. In most cases, it is to the employee's advantage to continue Board provided coverage. This provision constitutes the notification to

employees required by the Equal Employment Opportunity Commission rules and no further notification shall be made or required of the employer.

E. Opt-Out Provision

An employee may elect to have no medical coverage during a year and shall receive an annual payment of Four Hundred Fifty Dollars (\$450) during the month of April of that year. An employee who elects no coverage may subsequently elect one of the medical plans during that year if he or she has a change in marital status through death, divorce, dissolution of marriage or if a spouse becomes unemployed for any reason other than disability.

F. Change of Carrier

The Board and its agents retain the sole and exclusive right to provide benefits on a self-insured basis or through an insurance carrier and/or third party administrator of the Board's choice, provided that benefits are retained essentially at the levels currently certified as in effect, except as modified by law. All other benefit coverage changes shall be subject to negotiations with the Union prior to any proposed effective date. A certified copy of any benefit changes shall be provided to the local Union president.

G. Spousal Coverage

A husband and wife both working for the Board may not both elect family coverage. One will receive coverage as the employee and the other shall be covered as a dependent. Neither employee shall be eligible for reimbursement to opt out of the medical insurance plan. Nothing in this section shall be construed to prevent an employee or spouse from maintaining an independent, personal, private health or accident insurance plan.

ARTICLE VII – LEAVES, HOLIDAYS AND VACATIONS

Preamble. The Board and the Union agree that good employee attendance helps the school district operate more safely and efficiently. Therefore, the Board and the Union have a mutual interest in good attendance. Employees are encouraged to maintain good attendance while using as appropriate the types of leave recognized by this Article.

A. Sick Leave

1. All school employees are, by law, granted 15 days sick leave per year accumulated at the rate of 1-1/4 days per month. Each new employee will be credited with five days sick leave upon employment to be counted toward the 15 days yearly accumulation. Employees who exhaust their sick leave may be advanced five days additional sick leave to be counted toward the 15 days yearly accumulation. However, only under extreme circumstances that are a result of personal or family illness or injury shall advancement of sick leave be granted to current employees. All requests for advancement of five days of sick leave must be in writing on a standardized form. The five day advancement for current employees requires authorization from the Superintendent/designee. Deduction

for sickness in excess of accumulated sick leave and deduction for unexcused absence will be made from the pay period following the absence. In cases of extreme hardship and with extenuating circumstances, the Superintendent with the approval of the Board of Education will consider extending sick leave on a personal leave basis when sick leave has been exhausted. Sick leave accumulation shall be unlimited.

2. When a bargaining unit member moves to another position that requires him/her to work more or less hours, his/her accumulated and unused sick leave shall be converted accordingly by the Treasurer using a formula based upon an eight (8) hour work day.
3. Sick leave may be used for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
4. Absence due to illness or injury in the family is interpreted to include father, mother, spouse, child, or member of the immediate household.
5. Absence due to death in the immediate family is interpreted to include parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, child, spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle or member of the immediate household.
6. A person employed, other than as an elective officer, by the state or any political subdivision of the state, earning sick leave credits currently, is entitled to have his/her prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of his/her sick leave. Credit shall be in accordance with ORC 3319.141.
7. Employees are required to notify their supervisor every day of a sick leave absence unless other arrangements have been made. Absences in excess of three consecutive days or more may require submission of a doctor's note. After ten days of sick leave are used in one contract year, each additional use of sick leave that contract year may require submission of a doctor's note. When a doctor's note is required, it must be submitted upon return to work to be paid for the time off. Employees whom the Board determines to be habitual sick leave abusers shall be notified in writing.
8. Falsification of a statement to justify the use of sick leave is ground for suspension or termination of employment.

B. Personal Leave

1. The Board will grant personal leave for urgent or emergency personal business that cannot be carried out at times other than during regularly assigned work times, or for circumstances beyond the control of the employee. Such absences will not be charged as sick leave and there will be no loss of compensation by the employee. Personal leave will be granted when a request of satisfactory reason is

presented to the immediate supervisor in written form five (5) working days prior to the date requested for absence. Emergency requests should be made as soon as the emergency is known.

2. Examples of satisfactory reasons for such absences are:
 - a. Attendance at college commencement for sons or daughters.
 - b. Required attendance in court. A court appearance shall be verified by presenting proof from a court representative or attorney.
 - c. Emergencies in the home beyond the control of the employee.
 - d. Attending funeral of close friend not included in sick leave law.
 - e. Business activities of major significance which cannot be handled before or after school or on a weekend.
 - f. Religious holidays that require abstinence from work.
 - g. Significant military events involving spouses or children such as graduation from basic training, overseas deployment to a combat zone, military events surrounding return from combat, etc.
3. Examples of unsatisfactory reasons for such absences are:
 - a. Gainful employment or the seeking of such employment elsewhere.
 - b. Making application for employment elsewhere.
 - c. Purchase of an automobile or major appliance.
 - d. Accompanying a spouse on a business trip.
 - e. Attending a fraternal function.
 - f. The day immediately preceding or following a holiday or on the first or last day of the work year or school year, except in unusual circumstances as determined by Business Manager.
 - g. Vacation or recreation.
4. Employees absent due to personal business should notify the building principal or immediate supervisor in advance if possible. Personal business absences should be reported on the forms provided in the individual building/work areas.
5. When an exceptional situation occurs (a confidential personal matter or a sudden need) the request may be submitted directly to the Business Manager. The Business Manager at his/her sole discretion may discuss the personal leave

request with the employee's immediate supervisor, if warranted, prior to submitting the request for final approval.

6. The final decision in each case shall be made by the Superintendent or his designated representative, who shall have the authority to grant or deny personal leave without restriction for valid cause. Every effort shall be made to be consistent in the implementation of this policy.
7. Falsification of a personal leave form or improper use of personal leave shall be grounds for suspension or termination of employment.

C. Holidays

1. Twelve-month employees will have eleven paid holidays as follows: Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, December 24, December 25, December 31, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and the employee's birthday or mutually agreed upon date. (Twelve (12) total holidays)
2. Nine and ten month employees will have eight paid holidays as follows: Labor Day, Thanksgiving, the day after Thanksgiving, December 24, December 25, New Year's Day, Martin Luther King Day and Memorial Day.
3. When New Year's Day, Memorial Day, Independence Day, December 25, December 24 or December 31 (when applicable) fall on Saturday or Sunday, the holiday will be observed on the Friday or Monday preceding or following the holiday.
4. Any employee who is an honorably discharged veteran of the United States Armed Forces (defined as Army, Air Force, Navy, Marines, Coast Guard, Merchant Marine and National Guard) shall receive Veterans Day as a paid holiday.

D. Vacation

1. The vacation schedule applies only to full-time employees of the Hudson Board of Education. A full-time employee is one who works 12 months per year. The days earned will be as follows:

1 to 6 years of service	.83 days per month
7 to 14 years of service	1.25 days per month
15 years of service or over	1.67 days per month
2. Any new employee who is employed and has worked for two hundred sixty (260) days is eligible to use earned vacation. Vacation may not be used until earned. Requests for vacation of three (3) consecutive days or more must occur in written form at least two (2) working days prior to the date of vacation.

3. Vacations for custodians and maintenance personnel shall not conflict with the two weeks prior to the opening of school. During the third week prior to the opening of school, no more than 30% of a classification will be approved for vacation. Custodial vacations must be scheduled so at least one custodian is on duty at all times.
4. Vacations of four weeks duration may impose a serious hardship; therefore, vacations may be split and taken at times which are mutually convenient and which interfere least with the work load.
5. If an employee elects to resign, retire, or employment is terminated during the work year, the employee will be paid for all vacation days earned to the full month preceding his/her resignation.
6. In case of the death of an employee, the unused vacation leave to the credit of such employee, not to exceed the vacation leave accrued to his/her credit for two years immediately preceding his/her last anniversary date and the prorated portion of his/her earned but unused vacation leave for the current year, shall be paid to the surviving spouse, or other dependent.
7. Each June 30 an employee will be able to have a balance of no more than twenty (20) vacation days to carry to the following contract year.

E. Jury Duty

1. The employee will be excused with pay for jury duty. These days will not be charged to the employee in any form. Any reimbursement for time or expenses will be retained by the employee and will not cause a reduction in pay.

F. Assault Leave

1. The Board of Education will provide up to a maximum of twenty (20) work days of Assault Leave to an employee who is absent due to a physical or mental disability resulting from an assault by a person(s) which occurs in the course of an employee's Board of Education employment. The employee will be maintained on full-pay status during the period of such absence (up to a maximum of twenty (20) work days under the following provisions).
 - a. The employee who has been assaulted must furnish a written signed statement on forms provided by the Board of Education to justify use of Assault Leave.
 - b. Should assault leave extend beyond three (3) days, medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration, shall be provided before Assault Leave can be approved for payment.
2. Falsification of either a written, signed statement or a physicians' certificate may be grounds for suspension or termination of employment under ORC.

3. Assault Leaves granted under these regulations shall not be charged under Sick Leave earned or earnable under ORC, or leave granted under regulations adopted by the Board of Education pursuant to ORC.
4. If the employee is physically disabled by the assault for longer than twenty (20) work days, the Superintendent may approve an extension of Assault Leave and require a second medical opinion to substantiate such extension, unless the Board of Education at its discretion wishes to extend such leave.
5. If an employee's absence resulting from assault is covered by Worker's Compensation, the BOE shall provide the additional compensation that will provide said employee with the same income he/she was receiving at the time of his/her assault. In the event a delayed award by Worker's Compensation results in a total combined payment to the employee which results in an amount equal to or more than the employee normal wage rate, the excess payment will be returned to the BOE. The employee shall be required to file a police report, unless the parties mutually agree to waive this requirement.
6. Any exception beyond the above must be recommended by the Superintendent and approved by the Board of Education.

ARTICLE VIII – JOB OPENINGS AND TRANSFERS

A. Vacancies

1. As vacancies occur in the various classifications, notices of such vacancies shall be posted in all buildings and on the District website for a period of five days.
2. Employees who work less than 12 months shall be e-mailed copies of appropriate job postings when there is a school vacation of more than two weeks, provided they notify the Superintendent or designee in writing of the type position posting desired in advance of the vacation. Such requests may be for vacancies in the employee's department of assignment or in any other as specified by the employee. Where such employees notify the Board that they do not have access to a computer, copies of the postings shall be mailed.
3. Copies of all postings will be sent to the local Union president when the postings occur.
4. Within five days of posting or mail notification, interested employees shall notify the administration.
5. The Superintendent or his/her designee shall interview at a minimum four-internal applicants who apply for the vacancy, including the two most senior internal applicants. However, there are no guaranteed repeat interviews for vacancies in a group, if the employee was interviewed for a vacancy in the group within six months of the most recent posting of a vacancy in the group. In order to have a better idea of the skill(s) possessed by employees prior to the time that job

openings occur, the district will establish a skills bank for each employee. It shall be the employee's responsibility to inform the employer of newly acquired skills through: in-service training, on the job experience, and/or experience acquired off the job through class work or real life experience.

Consideration to candidates shall be given in the following order:

- a. Qualified applicants within the job group as defined in Article VIII D.2.
 - b. Other qualified employees within the school system.
 - c. Applicants from outside the district.
6. The administration shall determine the qualifications for any position. Final selection of the qualified candidate for a vacancy shall be the exclusive right of management.
- B. Notwithstanding Section A, if a vacancy occurs and an internal applicant applies who meets the qualifications outlined on the job posting/specification, the applicant shall be awarded the job if they have temporarily been assigned in the job for at least 30 consecutive work days within the past year prior to the posting of the vacancy. Such applicant who is awarded the job shall be required to serve a probationary period of 60 workdays in accordance with Article VIII (C)(3).
- C. Short-Hour Vacancies
1. For purposes of this article only, short-hour vacancies are defined as two hours per day or less.
 2. Regular short-hour vacancies should first be made available to interested employees within groups as listed in Article VIII in the same school or work center, as long as the employee is not scheduled to work during those hours and as long as the added assignment will not put the employee's total assignment over eight hours in a day or 40 hours in a week.
 3. Such vacancies shall then be offered to other regular support staff employees subject to the qualifications noted in B above.
 4. Selection of the qualified candidate for the vacancy shall be in accordance with A.6. above.
- D. Job Transfer
1. Reasons for transfer:
 - a. Convenience of the employee.
 - b. Request of the Board of Education.
 - c. Promotion.
 - d. Demotion.
 - e. Temporary assignment.

2. The following classifications lend themselves to practical transfers/changes:

Group I	Maintenance Maintenance Helper	Class 01.0 Class 01.1
Group II	Head Custodian HS/MS/EW-Natatorium Head Custodian EV/HE/MD Custodians	Class 02.0 Class 02.2 Class 03
Group III	Secretary C Secretary P/Bookkeeper Secretary G Secretary S	Class 04 Class 05 Class 06 Class 07
Group IV	Warehouse Specialist	Class 08
Group VII	Media Aide Educational Aide Special Education Aide Technology Support	Class 11 Class 11.05 Class 11.1 Class 11.2
Group VIII	Head Cook MS/HS Head Cook Elementary Cook's Assistant General Food Service	Class 12 Class 13 Class 14 Class 15
Group IX	Auxiliary Secretary C Auxiliary Secretary G/S	Class 16.1 Class 16.2
Group X	Help Desk	Class 17

3. The employee will serve a 60-day probationary period upon change of classification except for reason of layoff. At the end of the probationary period, the employee may be transferred back to his/her original or an equivalent position.
4. Should an employee wish to return to his/her former position and, providing an opening exists, this must be done within a two-year period.
5. The administrators will determine the step on which to place an employee who has resigned and is re-employed.
6. Should an employee be demoted or voluntarily accept a position with a lower salary schedule, he/she will be placed on the same step of the salary schedule in the new classification at his/her present step, but at a lesser salary.

E. Summer Positions

1. Summer wages shall be at the Board approved rate. Summer positions are not Bargaining Unit work and will not replace Bargaining Unit work.
2. Summer positions will be posted for Bid in accordance with Section A. The posting shall contain the approximate number of openings and will be assigned as necessary. 50% of the Summer openings shall be filled with Bargaining Unit members.

3. If the number of bids from qualified and available Bargaining Unit members exceeds the number of posted positions, system seniority shall apply. Non-Bargaining Unit members hours shall not exceed 500 hours as defined by Law.
4. Dismissal from a Summer position shall not be subject to the Grievance procedure.

ARTICLE IX – OVERTIME

- A. An employee who is in pay status for hours worked, vacation, holiday, jury duty, calamity days or the first five (5) days of sick leave during any contract year for more than forty hours during Monday 12:01 AM through Saturday Midnight in any one week shall receive his/her pay at time-and-one-half (1.5) for all hours worked over forty (40) hours in one week's time. Overtime within the work area shall be offered to persons regularly assigned to that building and/or work area. Whenever an employee is called in to work on an overtime basis, said employee will be paid a minimum of two (2) hours at time-and-one-half (1.5). Prior approval by the supervisor is required for authorized overtime work.
- B. Employees shall receive premium pay at one and one-half (1.5) times regular rate for all hours worked on Sundays.
- C. Subject to the provisions contained herein, overtime will be distributed among employees with comparable skills in a building/work area on a rotational basis.
- D. Time permitting, advance notification will be provided to eligible employees of projected overtime and posted on a rotational list by the appropriate supervisor. Within work areas available, overtime will be distributed in order of rotation among all employees desiring to work overtime.
- E. Each employee may at his/her option refuse overtime when offered or withdraw their name from the rotation list completely. However, for Group II employees, the Supervisor of Facilities may request a qualified employee first from another work area and then from another work group to accept the overtime.
- F. These provisions shall not in any way preclude supervisors from selecting individuals for overtime who possess special skills.
- G. Overtime for support employees will be approved by the Business Manager or designated representative.

ARTICLE X – PERSONNEL RECORDS

- A. The official personnel file of each employee of the support staff shall be maintained in the Office of Human Resources of the Hudson City School District.

- B. An employee shall have the right, upon written request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at a cost not to exceed the actual cost of reproduction. An employee shall be entitled to be accompanied by an individual of his/her choice during such review. Such written request for review shall be directed to the Business Manager.
- C. Copies of evaluations and correspondence pertaining to employee assignment and performance shall be provided to the employee at the time the material is placed in the official personnel file.
- D. An employee may request an investigation to determine the accuracy, relevance, timeliness or completeness of personal information. Such investigation shall be completed in a timely manner not to exceed 90 days. The employee shall be notified of the results of the investigation and any further action being taken with respect to the disputed information.
- E. If the employee is dissatisfied with the results of the investigation outlined in D above, that employee may file a brief statement not to exceed 100 words of his/her position on the disputed information. Such statement shall become a part of the file and be included in any subsequent transfer, report or release of the information.
- F. The Business Manager, acting as agent for the Board may also include a statement that there is a reasonable belief that the dispute is frivolous or irrelevant and the reasons therefore.
- G. Any reprimand materials may be removed from the employee's file after such material is no longer accurate, timely, relevant, or complete. Upon written request by the employee, reprimand materials shall be reviewed at the time of evaluation. An employee may request a yearly review.

ARTICLE XI – REDUCTION IN FORCE

- A. System seniority shall begin with the employee's first day of regular assignment. If the seniority date of two or more employees is equal, the earliest date of Board appointment shall determine seniority. If seniority is still equal, the name that appears first alphabetically in the Board Minutes shall be senior. Substitute employees do not accumulate seniority. Seniority shall end upon the termination date as accepted by the Board.
- B. Should reductions in regular positions be required, they will be accomplished using system seniority.
- C. When reduction in force of support employees takes place in a job classification, lay-off of employees will be made in inverse order of seniority using the following rules:
 - 1. Within a classification, the employee with the lowest system seniority in the classification affected shall be the first laid off. If further layoffs are required, the same procedure shall be used.

2. An employee identified for lay-off shall have the right to bump the employee with the least system seniority in another related job classification on the basis of the individual's system seniority. Groups outlined in Article VIII are defined as related job classifications. An employee holding positions in more than one group, who has hours reduced in a position in one group, cannot exercise bumping rights in another group to restore the hours reduced.
 3. The Board will not hire anyone into a job classification within a group until all reduced or laid off employees have been offered reinstatement to a job classification they previously held. Once an employee rejects an offer of reinstatement, that employee loses all recall rights.
 4. Recall of former employees will be made in reverse order of lay-off, with the most recent employee laid off returning first. Former employees shall maintain recall rights for a period of two years.
 5. Auxiliary Services Personnel shall be considered a separate and distinct group.
- D. Employees identified for separation due to reduction in force will be notified in writing a minimum of 14 calendar days prior to the proposed separation date. The notice will contain a statement that the employee is being released due to reduction in force and not because of job performance. This provision in no way infringes upon the Board's authority to dismiss employees under the provision Article IV of this contract.
- E. Former employees who desire recall during the two-year period following the effective date of separation, have the obligation to provide their address and telephone number in writing to the Business Manager, and for providing any changes thereto in writing. An offer of re-employment or recall shall be considered made if written notice is provided to the latest known address by certified mail. Only one offer of recall is required to be made. If the offer is refused, not answered within 5 calendar days of receipt or is undeliverable due to a lack of a current address, the former employee loses remaining recall rights.
- F. Copies of all lay-off and recall notices shall be provided to the local Union president for information purposes.
- G. Any employee recalled to an assignment shall be paid at the appropriate pay level based on years of service at the time of lay-off.
- H. Employees on the recall list will be offered summer work by system seniority, with first preference to maintenance/custodial, at Step 1 of the custodian 3.0 pay rate. Insurance benefits for a summer work employee under this section shall be the same as the employee had as of the date of lay-off. Employees on the recall list who accept or refuse summer work will not forfeit recall rights. Remaining work, if any, will be offered pursuant to Article VIII, Section E.

ARTICLE XII – RETIREMENT SEVERANCE

- A. Upon regular retirement under SERS or death, employees shall be paid severance up to a maximum of thirty-six (36) days, computed at the rate of one day of severance for each four days of the first one hundred forty-four (144) unused accumulated sick leave days. Employees with over one hundred forty-four (144) days unused accumulated sick leave shall be paid severance up to a maximum of thirty-six (36) additional days, computed at the rate of one day severance for each eight (8) days above the one hundred forty-four (144) of unused accumulated sick leave. Severance pay shall not exceed seventy-two (72) days.
- B. The rate used for severance compensation will be equal to the per-diem rate at the time of retirement from active duty. To be eligible for this retirement severance payment, the employee must be eligible for SERS retirement on his/her last day of service with the Board.

C. Severance Pay Deferral Plan

Severance pay will be made through payroll to all employees under the age of 55 within thirty (30) days following the submission of proof of their first retirement payment from SERS (These employees are not eligible to participate in the Accumulated Leave Plan).

All employees turning 55 or older in the calendar year in which they retire, shall take part in the Accumulated Leave Plan for Public Employees. It is understood that the vendor used by the Treasurer's office for this retirement plan does not charge a fee for the transmittal.

- 1. If a retiring employee is a participant in the Accumulated Leave Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Accumulated Leave Plan in an amount equal to the lesser of:
 - a. The total amount of the participant's severance pay, or
 - b. The maximum contribution amount allowable under the terms of the Accumulated Leave Plan.
- 2. To the extent that an Accumulated Leave Plan participant's pay exceeds the maximum amount allowable under the Accumulated Leave Plan for a calendar year, the excess amount shall be payable to the retired employee in a lump sum within 30 days following the payment made to the Accumulated Leave Plan.
- 3. If an employee is entitled to have a contribution paid to an Accumulated Leave Plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

ARTICLE XIII – LABOR MANAGEMENT RELATIONS

- A. In an effort to solve problems before they become formal grievances, the Board of Education agrees to an open-door policy in relations with employees.
- B. The Board agrees that official representatives of the Union may request periodic labor-management meetings with members of the administration to discuss matters of mutual concern.
- C. Nothing in this article shall be construed as to interfere with an employee's right to file a formal grievance under the provisions of Article III of this Agreement.

ARTICLE XIV – SAFETY

- A. The Board agrees to:
 - 1. Provide a safe and secure workplace within its capabilities.
 - 2. Provide appropriate training on new equipment as required.
 - 3. Provide safety protection for all employees within its capabilities.
- B. An employee should notify his/her immediate supervisor of any perceived unsafe condition in a timely manner.
- C. Any written grievance initiated under the provisions of this article must have the endorsement of Union prior to submission at step two, but this provision in no way prevents any employee from indicating a safety concern to their immediate supervisor at any time.

ARTICLE XV – GENERAL

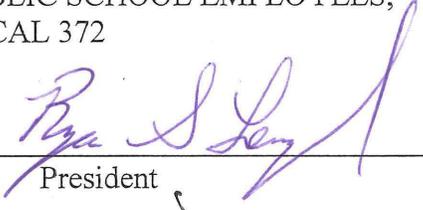
- A. The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter subject to negotiation and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter of subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement. This article does not waive the right of the Union to notice an opportunity to bargain over the effect of any change in wages, hours or other terms and conditions of employment which the employer may make during the term of this Agreement.

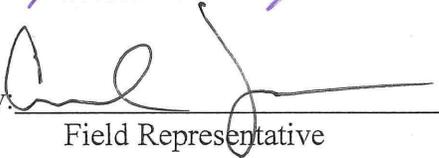
- B. This Agreement supersedes and cancels all previous Agreements, verbal or written or based upon alleged past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. The Board is an equal opportunity employer and will continue to abide by all State and Federal equal employment laws. Likewise, the Union will continue to abide by all State and Federal equal employment laws.
- D. All leave forms shall be deleted from the agreement and may be changed by the Board with consultation with the Union. However, all leave forms shall be consistent with the terms and conditions of this agreement.

ARTICLE XVI – PROVISION CONTRARY TO LAW

- A. If any portion of this Agreement is found in violation of any law of the State of Ohio by the SERB or any court of competent jurisdiction, then that portion in violation shall be considered null and void without impairing any other portion of this Agreement.
- B. Any provision of this Agreement will not deny any employee his/her individual right to be heard through the established channels of the Board of Education.
- C. This Agreement shall be effective July 1, 2012, and remain in effect until midnight, June 30, 2014.

OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES,
LOCAL 372

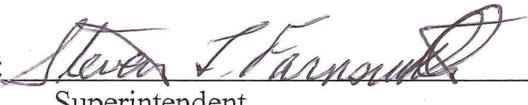
By: 
President

By: 
Field Representative

Date: 7-18-12

HUDSON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
President

By: 
Superintendent

By: 
Treasurer

Date: 7-18-12

**HUDSON CITY SCHOOL DISTRICT
SUPPORT WAGE RATE SCHEDULE
(Effective 7-1-12)
Wage Rate Schedule A**

Group	Class	Position	1	2	3	4	5	6	7	8	9	10-13	14-17	18-21	22-25	26-29	30
I	01.0	Maintenance	16.27	16.71	17.37	18.56	19.49	19.95	20.48	20.48	20.48	20.88	21.27	21.66	22.06	22.45	22.84
	01.1	Maint. Helper	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
II	02.0	Head Cust HS/MS/ EW - Natatorium	16.27	16.71	17.37	18.56	19.49	19.95	20.48	20.48	20.48	20.88	21.27	21.66	22.06	22.45	22.84
	02.2	Head Cust EV/EH/MD	14.97	15.42	15.99	16.75	17.60	18.08	18.60	18.60	18.60	18.98	19.37	19.78	20.18	20.56	20.94
	03.0	Custodian	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
III	04.0	Secretary C	14.97	15.43	15.99	16.75	17.60	18.08	18.60	18.60	18.60	18.98	19.37	19.78	20.18	20.56	20.94
	05.0	Secretary P	14.60	15.05	15.66	16.43	17.25	17.56	17.95	17.95	17.95	18.33	18.72	19.14	19.52	19.91	20.30
	05.1	Bookkeeper	14.60	15.05	15.66	16.43	17.25	17.56	17.95	17.95	17.95	18.33	18.72	19.14	19.52	19.91	20.30
	06.0	Secretary G	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
	07.0	Secretary S	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
IV	08.0	Warehouse Spec.	15.80	16.27	16.94	18.09	18.99	19.50	19.95	19.95	19.95	20.35	20.75	21.13	21.50	21.90	22.31
VII	11.00	Media Aide	12.69	13.16	13.72	14.40	15.07	15.43	15.68	15.68	15.68	16.07	16.45	16.86	17.25	17.64	18.02
	11.05	Educational Aid	12.69	13.16	13.72	14.40	15.07	15.43	15.68	15.68	15.68	16.07	16.45	16.86	17.25	17.64	18.02
	11.10	Special Education Aide	13.36	13.80	14.39	15.05	15.71	16.07	16.34	16.34	16.34	16.72	17.11	17.52	17.90	18.29	18.68
	11.20	Technology Support	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
VIII	12.00	Head Cook MS/HS	13.25	13.67	14.31	15.04	15.79	16.02	16.18	16.18	16.18	16.58	16.96	17.36	17.75	18.16	18.54
	13.00	Head Cook ELEM	12.93	13.38	13.98	14.65	15.41	15.65	15.81	15.81	15.81	16.20	16.59	16.97	17.37	17.76	18.17
	14.00	Cook's Help	11.81	12.25	12.87	13.51	14.21	14.40	14.61	14.61	14.61	15.01	15.40	15.79	16.17	16.57	16.95
	15.00	Gen food Service											15.09	15.48	15.87	16.27	16.65
	15.0B	Gen food Service 95	9.44	9.80	10.16	10.90	11.57	12.02	12.63	13.28	13.92	14.31	14.71	15.09	15.48	15.87	16.27
IX	16.10	Aux. Secretary C	14.97	15.43	15.99	16.75	17.60	18.08	18.60	18.60	18.60	18.98	19.37	19.78	20.18	20.56	20.94
	16.20	Aux. Secretary G/S	14.00	14.43	15.04	15.79	16.57	16.88	17.23	17.23	17.23	17.62	18.00	18.38	18.80	19.19	19.57
X	17.0	Help Desk	17.37	17.85	18.56	19.82	20.82	21.31	21.87	21.87	21.87	22.41	22.80	23.19	23.59	23.97	24.36

APPENDIX B

**HUDSON CITY SCHOOL DISTRICT
SUMMARY OF VISION INSURANCE COVERAGE**

VSP Choice Preferred Provider		Open Access Schedule	
Well Vision Exam®	Covered After Copay	Eye Exam	up to \$45
Lenses:		Lenses:	
Single Vision	Covered After Copay	Single Vision	up to \$30
Lined Bifocal	Covered After Copay	Lined Bifocal	up to \$50
Lined Trifocal	Covered After Copay	Lined Trifocal	up to \$65
Lenticular Lenses	Covered After Copay	Lenticular Lenses	up to \$100
Frame	up to \$130	Frame	up to \$70
Elective Contact Lenses*	up to \$130	Elective Contact Lenses*	up to \$105
Necessary Contact Lenses	Covered in Full	Necessary Contact Lenses	up to \$210

*Contact lenses are in lieu of lenses and frame.

1. Exam, one per 12 month period
Lenses, one per 12 month period
Frame, one per 24 month period
2. Co-pay: \$10/\$25
3. Premium: Employee only, Board-paid
MBU plus one family member, \$11.22 per month
Family, \$18.06 per month