

## **ARTICLE 1 -- RECOGNITION**

The Hillsboro City School District Board of Education (“Board”) recognizes the Ohio Association of Public School Employees and its Local #038 (“OAPSE”) as the sole and exclusive representative for the purposes of collective bargaining of the bargaining unit herein described as:

- 1.01. Included in the bargaining unit are all non-teaching, support employees employed by the Board in the following classifications or positions: Transportation - Bus Drivers/Bus Aides, Aides; Head Custodians, Custodians, Head Cooks, Cooks, Bus Mechanics, and Secretaries.
- 1.02. Excluded from the bargaining unit are all other employees employed by the Board including licensed/certificated employees, management employees, supervisors, directors, maintenance personnel, Central Office clerical employees, Superintendent’s secretary, Treasurer’s office employees, and confidential employees as defined by the Chapter 4117 of the Ohio Revised Code and seasonal, temporary, substitute, and casual employees of the Board.

## **ARTICLE 2 -- NEGOTIATIONS PROCEDURE**

### 2.01 Procedure

Either OAPSE or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the current agreement. Within fifteen (15) working days of transmittal of said notice, the parties shall schedule their first negotiation session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

### 2.02 Good Faith Exchange of Facts and Views

- A. Process: Both parties shall bargain in good faith and confidentially. Facts, opinions, proposals, and counter-proposals may be exchanged freely between the parties in an effort to reach understanding and agreement. The teams will be cloaked with the authority to bargain and reach tentative agreement.
- B. Initial Exchange: Each party shall present the other party with its initial proposals for consideration. All such proposals shall be fully written and in language suitable for inclusion in a final written Agreement. Topical listings of proposed items will be ignored for the purposes of negotiations. Once each party has presented its proposals, no new proposals or issues may be presented unless mutually agreed upon.

### 2.03 Scope of Bargaining

Negotiable matters shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement unless otherwise restricted by law.

#### 2.04 Negotiating Teams

Each Negotiating Team shall be limited to not more than five (5) members. Neither party shall have control over the selection of the other party's team members. Each Team shall designate one (1) Chief Spokesperson who shall be responsible for initialing all Tentative Agreements. Both parties shall limit themselves to no more than two (2) non-participating observers at each negotiations session.

#### 2.05 Caucus

Upon request of either party, the negotiations session shall be recessed to permit the requesting team time in which to caucus privately. The caucus time limit shall be thirty (30) minutes unless mutually agreed to extend.

#### 2.06 Agreement

When a complete final agreement is reached through negotiations, it shall be reduced to writing and submitted for ratification by the OAPSE bargaining unit in accordance with its governing bylaws and constitution. Upon ratification, the OAPSE Local President shall notify the Superintendent in writing who shall then submit the ratified agreement to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed on behalf of both parties.

#### 2.07 Dispute Settlement Procedure

- A. Mediation: If after sixty (60) calendar days since the Notice to Negotiate was sent an agreement has not be reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Services (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
- B. Mutually Agreement Dispute Resolution Procedure: This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C.4117.14.
- C. Mediation Period: The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.
- D. Right to Strike: At any time after the initial thirty (30) calendar days set forth in paragraph C above, and after the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the OAPSE shall have the right to strike provided that the OAPSE has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by O.R.C. 4117.14.

- E. No Work Stoppages: OAPSE agrees that during the term of this Agreement neither it nor its officers, agents, representatives or members will authorize or engage in any work stoppage, strike, or other concerted refusal to perform contractual duties.

### **ARTICLE 3 – GRIEVANCE PROCEDURE**

#### 3.01 General Provisions

- A. A Grievance shall be defined as an alleged violation, misrepresentation, or misapplication of the negotiated agreement.
- B. Time limits in days under each level shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum, unless mutually agreed upon.
- C. Failure by the grievant to file or appeal a grievance within the time limits contained in this Agreement shall result in the grievance being waived.
- D. Failure by the Administration to follow the timelines shall result in the grievance being moved to the next step.
- E. At all steps of the Grievance procedure, the grievant has the right to OAPSE representation. Said right to OAPSE representation shall not impede or delay the grievance process. OAPSE reserves the right to be present at Step II and beyond, to either represent or observe.

#### 3.02 Procedures

- A. Step I - Informal: A grievance must be reported orally within twenty (20) days after the occurrence giving rise to the dispute to the employee's immediate supervisor. The date of the informal report shall be noted by the grievant and the immediate supervisor. If in the opinion of both parties a grievance does not exist, no further action is necessary.
- B. Step II - Immediate Supervisor: If a grievance is not settled at the Informal Step I, the grievant shall reduce the grievance to writing. The written grievance shall state the date on which the grievance was informally presented to the immediate supervisor and must be presented to the Immediate Supervisor within ten (10) days of the meeting that occurred in Informal Step I. The immediate supervisor shall reply in writing within ten (10) days after the receipt of the written grievance. All official replies and any appeals should be attached to the original grievance.
- C. Step III - Superintendent: If a grievance is not settled at the Immediate Supervisor Step II, the grievant shall appeal in writing to the Superintendent. Such appeal must be submitted within ten (10) days after receipt of the Immediate Supervisor Step II reply.

Upon receipt of the grievance appeal, the Superintendent shall hold a conference with the grievant and an OAPSE representative, within ten (10) days after receipt of the written grievance. The Superintendent shall render a decision within ten (10) days of the date of the Superintendent's conference.

- D. Step IV - Mediation: If a grievance is not settled at the Superintendent's Step III, the grievant may, in writing, request that the matter be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days from the receipt of the decision rendered at the Superintendent's Step III. The parties agree to participate in the mediation of all the issues set forth in the grievance at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful and the employee remains aggrieved, the grievance may proceed to Advisory Arbitration.
- E. Step V – Advisory Arbitration: If the grievance is not resolved at the Mediation Step IV, OAPSE and the grievant may, within fifteen (15) days of the last mediation session, request in writing that the grievance be submitted to advisory arbitration.
- F. Scheduling: A grievant and/or Local OAPSE Representative shall not lose any compensation for his/her participation in a grievance, mediation, or advisory arbitration hearing being held during working hours that was scheduled with the administration.
- G. Arbitrator Selection: No later than Thirty (30) days after a notice to arbitrate is given, representatives of the Board and the Union shall confer to mutually agree upon an arbitrator. If unable to agree within thirty (30) working days after the notice to arbitrate is given, the parties shall promptly request the American Arbitration Association (AAA) to submit a panel of eleven (11) arbitrators who shall be located in Ohio, and shall select an Arbitrator in accordance with AAA rules.
- H. Cost of Arbitration: The fees and expenses of the arbitrator will be split 50%/50% by the parties. All other expenses shall be borne by the party incurring them. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration.
- I. Arbitrator's Recommendation: The arbitrator shall hold the necessary hearings promptly and issue his/her recommendation in writing within thirty (30) days from the date the record is closed, if possible.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Additionally, the arbitrator shall not make a recommendation that is contrary to law. 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 recommendation.

J. Alternative Court Action: OAPSE shall have the right to file a lawsuit rather than filing for advisory arbitration on any dispute concerning an alleged violation of a provision of the Agreement. The Board will not oppose the filing of a lawsuit if OAPSE files a lawsuit as a contract remedy. The filing of a lawsuit concerning a violation of a provision of the contract shall waive the right of the grievant and/or OAPSE to file for advisory arbitration.

K. Grievance Records

No records, documents, or communications concerning a grievance will be placed in a bargaining unit member=s personnel file. The processing of a grievance through arbitration by a grievant shall not constitute a waiver of the grievant=s right to file an action in a court of competent jurisdiction.

L. Adjustment of Grievances: Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted. The Union President will be advised of the adjustment.

#### **ARTICLE 4 -- MANAGEMENT RIGHTS**

OAPSE recognizes that except as otherwise limited in this Agreement, the Board has a sole exclusive right to manage its operation and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the Board, at its sole and exclusive discretion and judgment, to:

- A. determine matters of inherent managerial policy which govern: the function and programs of the school district; standards of service; its overall budget; utilization of technology; and its organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of its governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, discharge for just cause, probationary period dismissal, layoff, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the school district as a unit of government;

- H. To effectively manage the work force;
- I. take actions to carry out the mission of the school district as a governing unit.

#### **ARTICLE 5 - PROBATIONARY PERIOD**

- 5.01. The probationary period for all new employees shall be one (1) year from his/her first day on the job. The probationary period for all employees who have completed their initial probationary period and who are transferred/promoted to a different job classification/position shall be ninety (90) work days from his/her day on the job in such new classification/position.
- 5.02. If the service of a new employee is unsatisfactory, he/she may be reduced or removed from service with the Board at any time during the initial probationary period and this reduction or removal shall not be subject to the grievance procedure. If the service of any employee serving a ninety (90) day probationary period is unsatisfactory, he/she may be returned by the Superintendent to his/her previous assignment at any time during this probationary period and this action shall not be subject to the grievance procedure.
- 5.03. After completion of the probationary period, employees may be disciplined, suspended, or have the employment contract terminated only for good and just cause.
- 5.04. This section replaces any applicable provisions of the Ohio Revised Code which address probationary period or suspension/termination of employment matters, specifically ORC 124.27, 124.34, and 3319.081.

#### **ARTICLE 6 - UNION RIGHTS**

- 6.01 Use of Buildings/Facilities: With the approval of the Superintendent, OAPSE Local 038, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty and not previously in use by another group. Any request for use of special meeting facilities may invoke a reasonable charge for special custodial services if the Superintendent or designee determines such is necessary.
- 6.02 Bulletin Boards and Other Communications: The Union shall have the right to use District Mail Services, mailboxes, copier (with advance notice and the understanding that curricular use takes priority), and a designated bulletin board in each building for the purpose of appropriate notices, communications, and matters of Union concern. The Board may assess charges for copies at the applicable rate. The bulletin board location shall require the prior approval of the building administrator. Any materials that do not involve Union matters shall be removed after notice is given to the local president.

6.03 Board Agenda, Minutes: The President of OAPSE Local 038 shall be provided with one (1) copy of all the Board meeting agendas, approved Board minutes, and when requested, approved financial reports, upon their completion.

6.04 Labor Management Committee: The parties shall form a Labor Management Committee (“LMC”) which shall not exceed three (3) representatives from each party. Each party shall select its representatives. The Committee shall meet at the request of either party, with additional meetings scheduled if necessary. Both parties shall submit its agenda to the Superintendent at least three (3) calendar days prior to the meeting. The meeting shall be chaired on an alternating basis, with the Union chairing the first meeting. The meetings shall be held at the Administrative Offices.

The meetings shall not exceed two (2) hours and shall deal only with subjects pertaining to the concerns that either party may have relative to overall operations of the School District. Generally, issues affecting the employees should be addressed at the lowest level in order to avoid unnecessary escalation of a concern.

The LMC is not intended to serve as a substitute for negotiations and any issue that involves wages, hours, or other terms or conditions of employment or the modification of the terms of this Agreement shall be referred to the negotiating teams at the time of negotiations.

## **ARTICLE 7 – PAID LEAVES**

### 7.01 Sick Leave

A. Accumulation: Employees shall be granted fifteen (15) days of sick leave per year cumulative at the rate of one and one-quarter (1 ¼) days per month. Unused sick leave shall be accumulated up to a maximum of 246 days for 2007 – 2008; 247 days for 2008 – 2009; and 248 days for 2009 - 2010.

B. Adjustment: A day of sick leave is calculated based upon the number of hours per day the employee is regularly scheduled to work. If an employee transfers to a new position with a different number of hours worked, the number of sick days will be adjusted accordingly.

Examples: A person is working a 3 hour position and becomes a 6 hour per day employee – 20 – 3 hour sick days become 10 – 6 hour sick days. Conversely, a 6 hour per day employee begins to work 3 hours per day – 35 – 6 hour sick days become 70 – 3 hour sick days.

C. Use of Sick Leave: Use of sick leave shall be for the following reasons: for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness, injury, or death in the employee’s immediate family.

For childbirth, the following shall apply:

1. After the birth of a child, the mother's recuperation will generally require eight (8) weeks, more time may be necessary due to the specific circumstances. The employee will provide the Board with a physician's statement indicating when the employee is medically released to return to work; if that return is more than eight (8) weeks after the birth, a brief explanation by the physician will be necessary. All of this information shall remain confidential and not released as a public record.

2. In the case of a member of the bargaining unit who is the father or grandparent of a new born, he/she may utilize up to ten (10) days of available sick leave for the day(s) involved in the delivery of the child and the day of the child's discharge from the hospital.

D. Immediate Family: For the purpose of sick leave, the immediate family shall include: current spouse, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, any other close relative, or foster child(ren) residing in the employee's residence.

E. Advancement of Sick Leave: Upon initial employment, each employee shall be advanced five (5) days of sick leave to his/her credit.

If sick leave is needed, a new employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced.

Employees who have been employed in the District for a period of one (1) or more years and who have consumed all previously accumulated sick leave may be granted an advancement of five (5) days of sick leave on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application on a form provided by the Treasurer on which he/she shall also verify the intention to return to the employ of the District upon recovery or to pay the value of such sick days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the District or by direct payment. Such application shall be accompanied by the Statement of a physician that the employee will be physically able to return to his/her assignment upon recovery and shall also give the anticipated date of return.

7.02 Sick Leave Bank (S.L.B.)

A. Purpose: To donate additional days of sick leave to employees who have used up all personal sick leave days.

B. Provisions of Eligibility

1. All members of the bargaining unit represented by the OAPSE shall be eligible to be members of the sick leave bank.
2. At the start of each school year, all eligible employees may enroll in the S.L.B. before October 1. Initial membership will consist of the deposit of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Members of the S.L.B. during the previous year will not be required to give the two (2) days and shall be considered enrolled in the bank unless the member revokes membership. This two (2) day membership requirement is a one time, new membership requirement.
3. New Employees or non-participating employees must join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office. Any break in membership will constitute a new membership in any future application to the program.
4. Any employee hired after October 1 shall have thirty (30) days to enroll in the S.L.B.
5. If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

C. Operational Procedures

1. Loans will be limited to participating employees for use only in cases of the employee's own, or a member of the employee's immediate family, catastrophic personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.B. Committee.
2. Applications for Loans from the Sick Leave Bank must be made on the Sick Leave Bank Form. A physician's statement is required with each application in order to be considered for a loan.
3. A loan will be considered only after the employee has used all of his/her accumulated sick and personal leave days, has used all possible advances of sick leave days, and is not eligible for disability leave under any Ohio Retirement System. During this time of S.L.B. usage, sick leave accumulation will be used prior to a borrowed day being used.

D. Sick Leave Bank Committee

1. The Sick Leave Loan Bank is to be regulated by a committee consisting of two (2) members of the OAPSE bargaining unit to be selected by the President of OAPSE Local #038 and two (2) administrators to be selected by the Superintendent, one of whom shall be co-chairman and a permanent member. Any action or decision of the Committee will require a majority vote by the entire Committee.
2. The Sick Leave Bank Committee shall develop its operational rules/guidelines that shall be shared with the President of the OAPSE Local #038 and the Superintendent. The Sick Leave Bank Committee shall from time to time revise its operational rules/guidelines when necessary. Any operational rule/guidelines or revision shall be consistent with the provisions of this negotiated provision and shall not conflict with, modify, or otherwise alter the terms of this negotiated agreement.

E. Loan and Payback Procedures

1. The maximum number of times a person may borrow from the bank is two times per incident, with 20 days the maximum per request. Forty (40) days maximum per incident.
2. The participant who borrows days from the S.L.B. will have a period of thirty-six (36) months from the month of the initial loan to repay one-half (1/2) the days borrowed. One-third (1/3) of these days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan.
3. In the event the employee is unable to accrue the total number of required days owed to the S.L.B. (1/3 total borrowed) at the end of each 12-month period, the School Treasurer will deduct the employee's daily rate times the number of unaccrued days owed for that period. If an employee terminates employment due to a health related issue, disability and/or death, no days will need to be repaid.

F. Policy Procedures

1. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

“I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Committee. All decisions of the S.L.B. Committee will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless Hillsboro City Schools, the S.L.B. Committee, and all of their agents for any

loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by and of them concerning this application.”

2. Application for the S.L.B. days must be made in writing to the Treasurer.
3. The S.L.B. Committee shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the S.L.B.
5. The S.L.B. will begin with two (2) days from each new contributing employee. When the fund is depleted below fifty (50) days, each participant will be assessed one (1) additional day. The S.L.B. Committee shall be responsible for notifying employees of each need for additional days.
6. Extension of additional days (21 to 40 days) may be applied for in the same manner as original application with a maximum of 40 days per incident.
7. When an employee donates days to the Bank, he/she agrees to the above stated rules for the administration of the Bank and agrees to abide by the stated rules.
8. All decisions of the S.L.B. Committee shall be final and binding, and not subject to the grievance/arbitration/etc.
9. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

### 7.03 Personal Leave

#### A. Personal Leave Accumulation

Employees shall be granted up to three (3) days personal leave per year, per employee, non-accumulative. Two (2) of these days will be unrestricted and one (1) day shall be for a reason acceptable to the Superintendent. It shall be the employee’s option to request a restricted or unrestricted personal leave day.

#### B. Use of Personal Leave

Two (2) days shall be unrestricted but shall not be used for extending holidays, vacations or on professional days unless specifically permitted by the Superintendent in advance and are subject to 7.03(E). Personal leave shall be used in increments of half (1/2) days or whole days.

C. Applications

Application for personal leave should be made as far in advance as possible, but a minimum of three (3) work days. Notices of less than three (3) work days shall require the reason for the request and the leave is subject to the approval of the Superintendent. All requests will be approved or disapproved by the Superintendent. Request will be shared in advance with the Immediate Supervisor, Principals, and Superintendent.

D. Use of Unrestricted Day(s)

Employees shall not have to give reason(s) for the use of the unrestricted day. The employee need only to fill out the form in order to receive the day unless the application is submitted less than three (3) work days before the leave.

E. Use Limitations

Except under unusual circumstances, as approved by the Superintendent, personal leave as defined in this section shall not be taken during the first two (2) weeks and the last two (2) weeks of the school year. The Board reserves the right to deny the use of Personal Leave if more than ten percent (10%) of the employees in the classification have requested Personal Leave on a particular day. However, the Board shall have the right to grant such requests providing there is sufficient coverage and the absences will not unduly interrupt the operation of the classification.

F. Non-use Incentive

If an employee does not use his/her personal leave days during the school year, then the unused day(s) will be rolled over to the employee's accumulated Sick Leave each July.

7.04 Jury/Witness Duty Leave

A. Jury Duty:

Employees will be granted jury duty leave in accordance with Ohio law and shall be paid the difference between the employee's regular pay and jury duty while on said leave.

B. Court Leave:

In cases where an employee is subpoenaed or summoned to appear in any court case which is related to the performance of his/her employment duties, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her

normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay.

In cases where an employee is subpoenaed or summoned to appear in any court cases which are not work related, he/she shall be granted time off from work without pay unless the time off is chargeable to Personal Leave under this Agreement.

#### 7.05 Assault Leave

- A. Right to Leave: The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment and the employee did not provoke the incident that resulted in the physical injury. The employee will be granted up to twenty (20) working days of assault leave. Thereafter, absence will be deducted from the employee's sick leave. During such leave the employee will be maintained on full pay base regardless of other compensation.
- B. Requirements: Assault leave may not be granted under this policy unless the employee in question:
1. Has a signed, written statement, on forms, provided by the Board, justifying the granting and use of assault leave.
  2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  3. Agrees to file criminal prosecution against the person or persons involved.
- C. Falsification: Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.
- D. Reinstatement Rights: An employee returning to duty following assault shall be returned to the same position as was held at the time of the incident.

### **ARTICLE 8 -- UNPAID LEAVES OF ABSENCE**

#### 8.01 Requests for Leave of Absence Without Pay:

Requests for leaves of absence without pay shall be submitted, in writing, on forms which shall be supplied by the Board. An unpaid leave of absence requires the approval of the Superintendent. Failure to complete the terms for which a leave is requested or failure to

obtain the Superintendent's approval will be grounds for termination of the leave and may result in disciplinary action, including but not limited to termination of employment

8.02 Employee's Illness or Injury

- A. If an employee has exhausted all of his/her accumulated sick leave, a written application for an unpaid leave of absence for the employee's personal illness or injury must be accompanied by a statement from the attending physician stating the nature of the illness/injury and clearly recommending that a leave of absence be granted.
- B. Such request for an unpaid leave of absence will be granted for up to one (1) semester. The leave may be renewed, but in no event will a leave extend for more than twenty-four (24) months. The request for extension of leave for personal illness/injury will be accompanied by a doctor's statement recommending such an extension.

8.03 Release From Duty - EMT

In accordance with ORC 4113.41, employees who serve as a volunteer firefighter or EMT for any Village, Township or County will be excused from work, without pay, to make emergency calls; provided, however, no such employee may leave work at a time when doing so will place any child(ren) in an unsupervised or unattended situation. All other absences required by civic responsibilities shall require the use of personal leave or vacation.

8.04 Child Care Leave

- A. The Board will grant a leave of absence, without pay, for the purpose of caring for a newly-born child or a newly-adopted child.
- B. An employee who wishes to take child care leave shall make application, in writing, to the Board at least forty-five (45) calendar days prior to the commencement of said leave unless extenuating circumstances prevent such advance notice, in which event, the application must be filed as soon as possible.
- C. Leave under this section will be granted for a period of up to one (1) year.
- D. Leave under this section shall expire on the last day of the school term unless the Superintendent permits otherwise.

8.05 Military Leave

- A. In accordance with ORC 3319.085, a military leave absence shall be granted to any employee who is drafted or recalled to active duty with any branch of the armed services of the United States.
- B. An employee returning from military service shall be accorded all rights provided by ORC 3319.085.

8.06 Family and Medical Leave Act of 1993

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993.

**ARTICLE 9 -- RETURN FROM LEAVE IN EXCESS OF TEN (10) WORK DAYS**

- 9.01 Physician's Certification: An employee returning to work following an absence from work of ten (10) or more consecutive work days due in whole or in part to personal illness/injury, paid or unpaid, must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may or may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then establish the reasonable accommodations necessary, if possible, to enable the employee to do so.
- 9.02 Additional Medical Examination: The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the report of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The Board is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

- 9.03 Sanctions: Failure on the part of the employee to provide a statement from his/her attending physician certifying the employee's ability to return to active working status as required in 9.01 above shall result in disciplinary action which could include termination of employment.

### **ARTICLE 10 -- CALAMITY DAYS**

- 10.01 Paid Calamity Days: All employees shall be paid for scheduled time lost when the schools in which they are employed are closed by the Superintendent due to an epidemic or other public calamity. The maximum number of calamity days payable in any school year is five (5) work days.
- 10.02. Report to Work: The parties realize that the various jobs within the bargaining unit have different responsibilities and not all of those jobs match up identically in scope and/or sequence, even within the same classification. The following procedure will be followed:
- A. If a delay is announced by the Superintendent and school is subsequently in session, there is no additional pay for any employee, unless "extra" hours have been added to the shift by the Administration.
  - B. If a delay is announced by the Superintendent and school is subsequently canceled, employees who begin the performance of their duties will secure their areas and leave the work site. One hour plus the regular per diem wage for the calamity day will be paid.
  - C. If the employee is requested to remain at the work site and he/she agrees to do so, the employee will receive his/her regular hourly rate for any hours worked plus his/her per diem for the calamity day.
  - D. After five (5) calamity days in a single school year, all twelve month employees will be required to report to work or take vacation day, personal leave day or, in the case of illness, a sick leave day if they do not report to work on a subsequent calamity day.
- 10.03. Make-up Days: Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation. The hours worked on the make up day being deemed as having been previously paid. If the hours actually worked on the make up day exceed the hours paid on the calamity day, the additional hours shall be paid.

10.04. Leave on Calamity Day: An employee who has been granted sick leave, personal leave, or vacation on a day which is declared a calamity day shall not be charged with such leave on such calamity day unless employees in the job classification of the employee on such leave are required to work on such calamity day.

### **ARTICLE 11 – VACATION**

11.01 Each eleven (11) and twelve (12) month employee\* will receive paid vacation based on the following schedule:

- After one (1) school year of Hillsboro service – 10 days
- After eight (8) years of Hillsboro service – 12 days
- After fifteen (15) school years of Hillsboro service – 17 days
- After twenty (20) years of Hillsboro service – 20 days

NOTE: No employee shall lose Vacation Days or the level of accrual that has already been established.

Vacation shall be calculated at the end of each school year (June 30<sup>th</sup>) and may be taken during the following school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Employees eligible for vacation (eleven (11) or twelve (12) month employees) who have not been under contract for a full school year shall have their vacation for such partial year computed based on the number of work days such employee has actually worked as against the number of work days in the full school year an employee in the same position would work. Employees will be able to utilize such partial year accrual amounts during the next fiscal year.

In the event a nine (9) or ten (10) month employee becomes an eleven (11) or twelve (12) month employee, such employee will not receive credit for employment with the Board of less than eleven (11) month per year for vacation eligibility purposes or the amount of vacation to which the employee may be entitled.

\*Eleven (11) month employees work 231-249 days

\*Twelve (12) month employees work 250+ days

11.02 For purposes of calculating vacation, a day shall be limited to the number of daily hours the employee is under contract and scheduled to work during the year (July 1 – June 30).

11.03 All vacation days are to be scheduled through the Building Principal and the Superintendent, with input from the Immediate Supervisor. Vacation requests may be submitted at any time. An employee's request for specific time off for vacation will be granted, provided sufficient staff (including substitutes) is available to perform the necessary work. Requests for the same days of vacation by employees and receive at the same time will then be granted based upon District seniority if it is not feasible for two (2) or more employees to be off on vacation at the same time, provided the vacation time off has been approved at least two (2) weeks before the vacation is to commence. In the event

an employee applies for and is approved for vacation and subsequently an employee with greater seniority applies for vacation for the same time period, seniority will not be a factor (Vacation approval will be on a “first come” basis).

- 11.04 Vacation days may be carried over to a maximum of forty (40) days.
- 11.05 Upon separation from employment due to resignation, death, or retirement, the employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to the employee’s credit at the time of separation.
- 11.06 In the event of death, the accrued and unused vacation leave shall be paid to the employee’s estate in accordance with ORC 2113.04.
- 11.07 Holidays shall not be charged against vacation leave.

**ARTICLE 12 -- HOLIDAYS**

- 12.01 Holidays granted by the Board will be in accordance with the following.
- 12.02 All eleven (11) and twelve (12) month employee\* will receive the following paid holidays:
  - 1. New Year’s Day
  - 2. Martin Luther King Day
  - 3. Presidents Day
  - 4. Memorial Day
  - 5. Independence Day (July 4)
  - 6. Labor Day
  - 7. Thanksgiving Day
  - 8. Christmas Day
- 12.03 All nine (9) and ten (10) month employees\* will receive the following paid holidays:

- 1. New Year’s Day
- 2. Martin Luther King Day
- 3. Presidents Day
- 4. Memorial Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

\*Nine (9) month employees work up to 210 days.  
Ten (10) month employees work 211-230 days.  
Eleven (11) month employees work 231-249 days,  
Twelve (12) month employees work 250+ days.

- 12.04 A day of holiday pay shall be calculated based on the number of daily hours the employee is normally scheduled to work.
- 12.05 Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.
- 12.06 When a regular full-time and regular part-time employee is required to work on the day the holiday is celebrated, those employees will receive one and one-half (1 ½) times his/her regular hourly rate of pay for the actual hours work in addition to his/her holiday pay.

**ARTICLE 13 -- EMPLOYMENT, ASSIGNMENT, REDUCTION IN FORCE,  
AND TRANSFERS**

13.01 Seniority

A. District Seniority

- 1. District Seniority shall be defined as the uninterrupted length of continuous service with the Board in a job classification in the bargaining unit. An individual shall have no seniority during his/her probationary period. However, upon completion of this probationary period, seniority shall date back to the last date of hire by the Board.

B. Classification Seniority

- 1. Classification seniority shall be defined as the uninterrupted length of continuous service with the Board in a specific job classification computed from the last date of hire or appointments to such classification. An individual shall have no classification seniority during his/her probationary period. However, upon completion of this probationary period, Classification Seniority shall date back to the last date of hire by the Board to such job classification.
- 2. The following job classification and positions within such job classification shall be used for the purpose of defining classification seniority:

<u>Job Classification</u>	<u>Position Within Classification</u>
Secretary	H.S. Principal’s Secretary M.S. Principal’s Secretary Elementary Principal’s Secretary
Bus Driver	Bus Driver

Aides	All Aides
Custodian	Head Custodian Assistant Head Custodian Custodian
Food Service	Head Cook Cook
Mechanics	All

- C. The accrual of seniority (Classification or District) shall continue for all the time the employee is under contract receiving regular paychecks, is receiving Workers' Compensation benefits for an injury received in the course of employment with and arising out of employment with the Board, is on paid sick leave or paid vacation time off, is on Family and Medical Leave or is on leave of absence due to a required military service commitment.
- D. Time spent on approved leave but inactive pay status of one or more years (unpaid leave or the initial five years of disability retirement) shall not constitute a break in classification or District seniority. Said employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave or disability retirement.
- E. Seniority (classification or District) shall be terminated when an employee resigns, retires or his/her contract with the Board is terminated.
- F. If two or more employees have the same District or classification seniority date, such seniority will be determined by one of the following methods:
1. by the date of Board meeting on which the Board authorized employment;
  2. if after computing the above method the dates are the same, seniority will be determined by the flip of a coin, in the presence of the employees and the Local President.
- G. Seniority List
1. District Seniority  
  
Every employee's name will appear in order of District Seniority. Said list shall be compiled by placing employees' names at the top of the list in descending order of the District Seniority as defined above.

2. Classification Seniority

Every employee's name will appear in order of seniority on a list according to classification. Said list shall be compiled by placing employees at the top of the list in descending order of classification seniority as defined above.

3. The seniority lists shall be prepared and posted in the Transportation Office and the Central Office by the Superintendent or designee no later than October 1 of each school year. A copy of each list shall also be provided to the OAPSE Local President. The seniority lists shall be reviewed by the OAPSE Local President and Superintendent. Employees who have any questions regarding the lists should address such questions with the OAPSE Local President. All disagreements about the accuracy of the lists shall be resolved. Issues which cannot be resolved may be made the subject of a grievance and processes as resolved may be made the subject of a grievance and processed as such. The seniority lists shall then be initiated by the OAPSE Local President and the Superintendent, with copies given to each no later than November 1 unless this time has been extended in writing. Once initiated, the seniority lists shall be considered final and serve as the basis from which future additions/deletions are made, as necessary.

13.02 Reduction-In-Force

- A. If it becomes necessary to reduce the number of employees in a position for any reason, the Board shall determine in which position(s) the layoff should occur and the number of employees to be laid off.
- B. In the event of a reduction or layoff, the number of people affected by reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
- C. Whenever it becomes necessary to lay off employees in any position, affected employees shall be laid off according to their classification seniority, with probationary employees laid off first and with the least senior employee(s) to be laid off next, as noted on the classification seniority list.
- D. At least fourteen (14) calendar days prior to the effective date of any layoff, the Superintendent shall advise the affected employees and the OAPSE Local President of pending layoffs and work out all displacement issues. Thereafter, the Superintendent shall prepare and post for inspection the job classification seniority list, noting which employees are to be laid off and/or displaced.

### 13.03 Bumping Rights

#### A. Within Job Classification

Employees who are laid off from a position shall have the right to exercise their job classification seniority to displace the least senior employee in the same job classification that has comparable (same) daily hours, provided the employee desiring to exercise such job classification seniority has:

1. more classification seniority than the employee in the job classification;
2. the present ability to perform the essential functions of the position without additional training or retraining; and
3. any certificates or licenses required to perform such work.

No reassignments or transfers of any employee less senior than the displaced employee will occur prior to the displaced employee receiving his/her displacements rights to any open vacancy or bumping the least senior employee with comparable hours in his/her classification. This will be the choice of the displaced employee.

#### B. Outside Classification

Employees who are laid off from their job classification shall have the right to exercise their District seniority to displace the least senior employee in any job classification which they previously held in the School District provided the employee desiring to exercise such District seniority has:

1. more District seniority than the employee in such other job classification;
2. the present ability to perform the essential functions of the classification without additional training or retraining; and
3. any certificates or licenses required to perform such work.

### 13.04 Recall From Layoff

- A. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification or any probationary employee who has been laid off is reinstated.

- B. Vacancies which occur in the classification of the layoff shall be offered to employees on layoff on the reinstatement list in writing via certified U.S. mail to the employee's last known address before the vacancy is posted or otherwise filled by any person other than a substitute. Any employee who declines reinstatement during any period of layoff shall forfeit reinstatement rights.

Any employee who fails to respond to a certified letter offering reinstatement within ten (10) calendar days of receipt of such letter mailed to the last address of the employee on the records of the Board, or upon return of such letter, undelivered, by the United States Postal Service, shall forfeit reinstatement rights. The Local President shall receive a copy of all Recall letters sent to laid-off employees.

- C. The employee's name shall remain on the reinstatement list for a period of twenty-four (24) months from the date of layoff (first work day after last day worked). If reinstated from layoff during this period, such employee shall retain all previous accumulated District and Classification seniority.

#### 13.05 Vacancy Announcements

- A. A vacancy shall be defined as an "open position" within the bargaining unit covered by this Agreement, that the Administration determines to fill; provided, however, a vacancy shall not be deemed to exist for purposes of the procedures set forth in this Article if:
  - 1. there is an employee on suspended contract (layoff) with reinstatement rights to the open position; or
  - 2. the Superintendent, in the exercise of his/her prerogative, fills the open position by involuntary transfer.
- B. Before filling a vacant position in the bargaining unit with an individual not in the employ of the District, the Superintendent or designee will consider all eligible and qualified internal applicant employees for the vacancy. This will be done within thirty (30) calendar days of the posting of the vacancy.
- C. Vacancy announcements to employees and the Association shall be by posting "Notices of Vacancy", with a copy to the OAPSE Local President. "Notices of Vacancy" shall include the general qualifications for the job, the general requirements of the job, the number of hours anticipated, rate of pay, classification, and the internal application deadlines.
- D. All "Notices of Vacancy" will be posted within five (5) calendar days after the vacancy is determined to exist on all bulletin boards where notices to employees are customarily posted for a minimum of five (5) work days.

### 13.06 Selection Criteria

- A. When making employment decisions, the Superintendent or designee shall consider, such factors as: job classification seniority, skills, aptitude, education, experience in like positions, physical fitness. If applicable, training, efficiency, performance and attendance are additional relevant considerations. The filling of each position shall be governed by the principle of selecting the person best for the position, as determined by the Superintendent. If two or more applicants are determined to be equally qualified, the most senior qualified employee within the classification of the vacancy who bids on the position shall be awarded the position.
- B. When more than one employee applies for the same vacancy and each is equally qualified for the position, as determined by the Superintendent, classification seniority within the classification posted shall be the determining factor in filling this vacancy.
- C. Transfers and promotions are subject to a ninety (90) calendar day probationary trial period. At any time during that period, the employee may be returned by the Superintendent to his/her previous assignment for failing to qualify, or may return to his/her position of his/her own volition.

### 13.07 Involuntary Transfer - Permanent

- A. The Superintendent may permanently reassign an employee if the reassignment shall facilitate the efficient operation of the School District.
- B. No employee shall be placed on a lower step or base salary due to a permanent involuntary transfer.
- C. Upon request, the Superintendent shall meet with the employee and Union Representative to discuss the reasons for the permanent involuntary transfer.

### 13.08 Temporary Transfers

- A. An employee may be temporarily transferred due to unusual circumstances, such as a position vacated by another employee and prior to its being filled. Said temporary transfer shall be in writing by the Superintendent or designee.
- B. The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been transferred is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay from the first day the employee reported for the new assignment as directed by the Superintendent or designee.

13.09 Wage Placement After Transfer

In the event said employee is moving to a higher paying job classification, they shall be placed in the new position at a pay rate closest to, but not less than, their current rate. If an employee elects to move to a lower paying classification, they shall do so with the knowledge that their rate of pay will be determined by their years of seniority, (total years of district employment), on the salary scale of the new position.

13.10 Job Description

It is the prerogative of the Superintendent and the Board to develop new job descriptions for bargaining unit positions. As part of the process of developing new job descriptions, the Superintendent shall secure input from employees in the job classification. Copies of job descriptions shall be provided to the OAPSE Local President and to the affected employees. Any changes in job descriptions shall be distributed to the OAPSE Local President and affected employees at least one (1) time prior to Board approval and implementation for input.

**ARTICLE 14 – DISCIPLINE AND TERMINATION**

14.01 This procedure shall apply to discipline, suspensions, or termination of members of the bargaining unit.

14.02 Generally, an employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; may be suspended for up to four (4) days, without pay, on the third offense; may be suspended for up to ten (10) days on the fourth offense without pay; and may be terminated on the fifth offense. The Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.

14.03 The supervisor shall provide a written summary of his/her verbal warning to the employee. Such summary shall be placed in the employee's personnel file.

14.04 Prior to issuance of any discipline, suspension, or termination, the employee shall be informed, in writing, of the reason the discipline is under consideration, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting held to discuss the possible discipline by a representative of OAPSE. The opportunity to obtain Union representation shall not unreasonably delay the commencement of any conferences or meetings in this process.

14.05 Discipline and/or termination shall be for just cause.

## **ARTICLE 15 - ATTENDANCE INCENTIVE**

### 15.01 Monetary Bonus

Bargaining Unit members shall receive a monetary bonus for perfect attendance in the following manner and under the specified conditions:

- A. Perfect attendance will be determined during each quarter (grading period) of each school year;
- B. If a bargaining unit member has perfect attendance during the first, second, or third quarter, he/she will be entitled to receive the amount of \$100.00 for each of those quarters of perfect attendance.
- C. If the bargaining unit member has perfect attendance during the fourth quarter of the school year, he/she will be entitled to the amount of \$200.00
- D. Distribution of the accumulated monetary bonus for each bargaining unit members shall occur at the end of the year, no later than the second pay of July, subject to applicable withholdings and contributions.

### 15.02 Exclusions:

Absences due to jury duty, assault leave, professional leave and Union leave shall not be counted when determining a unit member's eligibility for the Attendance Incentive.

## **ARTICLE 16 – WORK HOURS**

16.01 Work Schedules: The Superintendent or designee in consultation with appropriate administrators will establish work schedules for the classified staff.

16.02 Punctuality: Each employee is expected to be at work when scheduled unless he/she has otherwise been excused. Tardiness and absenteeism can result in discipline, up to and including termination.

16.03 Report of Absence: When an employee is going to be absent from work, he/she must report his/her impending absence as soon as possible before the start of work, each day of absence, to his/her supervisor. The reporting of such absences will be in accordance with the procedure established by each supervisor who has the authority to excuse daily reporting of an absence if he/she believes the reasons for continued absences are justified. Any failure to report absences may be subject to discipline.

16.04 Overtime: Employees shall be eligible for overtime compensation in a manner that is consistent with the Fair Labor Standards Act (FLSA).

- 16.05 One and one-half (1 2) times the employee's regular straight time or blended rate, whichever is applicable, will be paid for assigned and approved hours worked in the District in excess of forty (40) hours in one (1) week. Work week begins Sunday 12:01 a.m. and ends Saturday at 12:00 midnight. One and one-half (1 2) times the employee=s regular straight time will be paid for assigned and approved hours worked on any holiday.
- 16.06 All bargaining unit members working any position in the school district counts towards forty (40) hours.
- 16.07 Employees called back into work outside and disconnected from their regularly scheduled work hours will receive a minimum of two (2) hours pay at the applicable rate. This provision excludes Bus Drivers, Bus Aides, and Custodians doing scheduled building checks on non-school days.

### **ARTICLE 17 - UNION LEAVE**

Duly elected Union Delegates or Alternates to the Annual Conventions of the Union or duly elected State Executive Board Members who are in the Bargaining Unit, shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed a total of eight (8) cumulative days for the entire bargaining unit per school year. However, the Superintendent shall have the right to deny such requests providing there is insufficient coverage and the absences will unduly interrupt the operation of the classification.

### **ARTICLE 18 - PERSONNEL FILE**

#### 18.01 One File

Personnel files of employees are kept in the Central office. Materials in these files include employment data, work and attendance records, evaluation, communications and assignments. Prior to placement in the Central Office personnel file, personnel file material may be in the possession of the employee's immediate supervisor for a reasonable time period.

#### 18.02 Copies of File Contents

Employees will be given a copy of any additions to their files within a reasonable time at no extra cost to the employee. Employees shall be presented the copy of material removed from their files, if any.

#### 18.03 Correction of File Contents

If any employee disputes the accuracy, relevance, timeliness, or completeness of information in said file, he/she may request that the Superintendent investigate the current status of the information within a reasonable time of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information should be removed. Said employee shall have the right to add rebuttal to any material in his/her file that he/she deems

incorrect or incomplete.

18.04 Access to File

The Board further agrees that an employee will have, upon request and within a reasonable time, access to his/her file.

18.05 Disciplinary Material

Any disciplinary material placed in the personnel file shall be signed by the employee who shall only signify receipt of a copy of the document and not agreement with the content.

18.06 Retention of Disciplinary Material

Verbal and written reprimands may be removed from the employees file after three (3) years of issuance, providing no further discipline has been issued for the same offense.

**ARTICLE 19 -- SUBSTANCE TESTING AND ASSISTANCE**

19.01 The provisions of this Article are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the Employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program will be made available to employees with personal problems, including those associated with alcohol or controlled substances use. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

19.02 Provisions.

A. For those employees covered by DOT regulations:

1. Safety-sensitive employees as defined in the applicable Department of Transportation regulations are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Employee's identification numbers shall be used instead of social security numbers when selecting for random pool.
2. Only an employee's direct supervisor, building principal, or school nurse may order a test under reasonable suspicion. Any one with the authority to

authorize such testing must have a minimum of three (3) hours of training to recognize the signs of alcohol and controlled substance abuse.

3. Anonymous tips may not be used as a basis for reasonable suspicion.
4. A written record of the observations leading to an alcohol reasonable suspicion test may be made and signed by the person who made the observations.
5. All time spent being administered an alcohol or controlled substances test, including travel time, will be paid at the employees' regular rate of pay, or at their overtime rate, if applicable, unless the employee is cited for operating a school bus under the influence of alcohol or controlled substance. The Supervisor shall provide transportation to and from the test site for reasonable suspicion tests. For random tests, the employee will be responsible for his/her transportation to the testing site and the Board will pay mileage at the Board approved rate upon submission of a mileage request. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable, and must report to the bus garage for non-driving duties. The employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes testing of the "split specimen" at a federally certified laboratory if there is a positive result from the initial tests. Any subsequent tests will be at the expense of the party requesting it.

### 19.03 Confidentiality

Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain strictly confidential and shall remain in a medical file separate from other personal material or personnel files.

### 19.04 Continuation of Pay

Employees being rehabilitated will have access to their accumulated, unused vacation, sick and personal leaves while in the program. Employees participating will use their accumulated vacation time and sick days.

Discipline resulting from a violation of the alcohol and controlled policies shall be progressive depending upon the severity of the circumstances.

### 19.05 Drug-free Work Place

#### A. Board Policy

All employees shall receive a copy of the Board adopted resolution regarding a drug-free workplace.

B. Prohibitions

All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace.

C. Definitions

For the purpose of this provision, the following definitions shall apply:

1. Drug Abuse Offenses

Shall be defined as the unlawful possession, use or distribution of controlled activity regardless of location.

2. Workplace

Is defined as any area under the control of the school district or at any school-sponsored activity regardless of location.

3. Violations

An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.

D. Rehabilitation.

For employees who are determined to be first time offenders in the workplace, the corrective action shall be a requirement for the employee to complete an appropriate rehabilitation program provided by the Employer.

E. Disciplinary Action.

Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of the contract.

F. Reporting

Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

G. Education

The employer shall provide a drug-free awareness and education program for all employees.

## **ARTICLE 20 - SEVERANCE PAY**

- 20.01 Upon retirement from the District and participation in and receipt of benefits from the School Employees Retirement System (SERS), a member of the bargaining unit will receive severance pay in an amount equal to twenty-five percent (25%) his/her unused accumulated sick leave with a maximum payment to be the value of fifty-two (52) days in 2007 – 2008, fifty-three (53) in 2008 – 2009, and fifty-four (54) in 2009 – 2010 based on the bargaining unit member's daily rate of pay at the time of retirement.
- 20.02 Retirement is defined to include the following:
- A. The bargaining unit member must express his/her intent to retire on or prior to his/her last day of service;
  - B. The Bargaining unit member must be eligible to retire on his/her last day of service;
  - C. The bargaining unit member must first receive his/her first check from SERS within a period of one hundred twenty (120) days from his/her last date of service;
  - D. The bargaining unit member must have five (5) or more years of consecutive service in the District.
- 20.03 This severance pay eliminates all sick leave credit previously accrued, but unused by the bargaining unit member.

## **ARTICLE 21 - SERS TAX DEFERRAL PICK-UP**

The Treasurer of the Board shall contribute to the State Employees Retirement System (SERS) in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employee.

The total annual salary for each employee shall be the salary otherwise payable under his/her contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board on behalf of said employee as a pick-up of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including Apick-up amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employee contributions to SERS based upon the total annual salary, including the Apick-up. The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the Apick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

#### Total Annual Salary Computation

The Apick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

#### Application to All Employees

The Apick-up shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option. This provision shall be effective and the Apick-up shall apply to all payroll payments.

The current taxation or deferred taxation of the Apick-up is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the Apick-up will be deferred.

#### Severability

If the IRS or other governmental entity declare the Apick-up not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

Should the Board's payment of deferred salary cause an individual Union member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

### **ARTICLE 22 – PAYROLL/DUES DEDUCTION/PEOPLE**

#### 22.01 Equal Installments/Alternating Fridays

Bargaining unit members shall be paid in twenty-four (24) equal installments with pay days occurring on the 15<sup>th</sup> and last day of each month. If the 15<sup>th</sup> or last day of the month fall on a Saturday or Sunday, the pay date shall be the preceding Friday.

22.02 Paydays

In the event a payday falls on a day when school is not in session (not a Saturday or Sunday), the paycheck will be issued on the last workday of that week. While classes are in session, if a payday falls during a week when there are no workdays, the paycheck will be mailed or may be picked up the day before the payday.

22.03 Payroll Deductions

Payroll deductions shall be in accordance with Board policy and this contract.

22.04 Electronic Transfers

The Board shall make electronic transfers of their pay for all new employees hired for the 2008 – 2009 school year and thereafter. An employee=s salary shall be paid by electronic transfer to a bank or savings and loan institution of the employee=s choosing each pay date. Those employees hired before or for the 2007 – 2008 school year may elect to continue receiving paper checks.

22.05 Participation in Credit Union

Upon written request from the bargaining unit member between August 15 and October 15 of each year, the Board shall make deductions to the designated credit union of the Union. Any change in the designated credit union shall occur no more than once per semester. A minimum of four (4) bargaining unit members must participate in this program to be in effect.

22.06 Participation in Tax Sheltered Annuity

All bargaining unit members shall have the right to select a tax-sheltered annuity or mutual fund of his/her choosing once each school year. Election of such tax sheltered annuity or mutual fund must be filed with the Treasurer=s office between August 15 and October 15 of each year. All payment withholdings shall be in accordance with the appropriate signed authorization form. A minimum of four (4) employees must participate in this program to be in effect.

22.07 Dues Deduction

The Board agrees to deduct the Union dues, State and Local from the pay of the employees requesting that such deductions be made, on a continuing basis.

OAPSE State dues will be deducted in equal deductions, twice each month.

OAPSE Local #038 dues (\$6.00) for each school year shall be deducted in one lump sum from the first pay each October. OAPSE Local #038 will submit to the Board Treasurer by September 15th each year, a list of the Members and the amount of the local dues payable for

the school year. A separate check for the Local dues will be submitted to the OAPSE State Office by the Board Treasurer.

Dues deduction authorization cards may be submitted at any time and shall be effective with the first deduction following a two week period for processing of the deduction authorization.

Dues shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Local Treasurer.

Membership shall be irrevocable except that membership can be withdrawn during a period of fifteen (15) days from June 1<sup>st</sup> through June 15th, 2009 by submitting such withdrawal request in writing to the OAPSE State Office in Columbus.

The Union agrees to indemnify and save the Board harmless against any and all claims that may arise Out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Union to The Board.

22.08 PEOPLE Deductions

Payroll Deduction of People Deduction. The Board agrees to deduct from the wages of any employee who is a member of the union, a People Deduction as provided for in a written authorization. Such authorization must be executed by the employee. The employee may revoke his/her authorization at any time by giving written notice to both the Board and the Union.

Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such People Deductions were made, the period covered, and the amounts deducted for each.

**ARTICLE 23 – INSURANCES**

23.01 The Board of Education agrees to provide levels of insurance benefits as follows.

23.02 Life Insurance

The Board will provide and pay for life insurance benefits for each regular employee who is regularly scheduled to work for thirty (30) or more hours per week in the sum of fifty thousand dollars (\$50,000.00). Additionally, a bargaining unit member may purchase additional life insurance for dependants and accidental death and dismemberment (AD & D) insurance also through payroll deductions.

23.03 Health

The Board will pay up to the following amounts per month for each regular employee towards the monthly cost of health insurance coverage:

- A. For the 2007 – 2008 school year (effective September 1, 2007), the Board will offer one or more fully insured, PPO Plans (network) with levels of benefits comparable to those enjoyed by the Hillsboro Education Association. The Board will pay a total contribution for this health insurance of up to the following amounts for the corresponding plan:

High Plan	\$1,127.45	Family
	\$ 839.40	Employee & Spouse
	\$ 760.59	Employee w/Children
	\$ 394.08	Single
Low Plan	\$1,059.21	Family
	\$ 769.08	Employee & Spouse
	\$ 687.96	Employee w/Children
	\$ 356.45	Single
HSA	\$ 990.98	Family
	\$ 672.23	Employee & Spouse
	\$ 609.11	Employee w/Children
	\$ 315.59	Single

In subsequent years, premium increases will be equally shared (50/50) however, the Board's contribution shall not be less than the amounts listed above for the plan used. For employees who are regularly scheduled to work less than thirty (30) but at least fifteen (15) hours per week, the Board's contribution for health insurance shall be pro-rated. As an example, if an employee is regularly scheduled to work twenty (20) hours per week, the Board's pro-rated contribution will be 2/3 of the amount the Board contributes for a full-time employee.

Health Saving Accounts (HAS) are available as an option to eligible employees.

If a husband and wife are employed by the Board and are both eligible for this benefit, they will take one family coverage and the spouse who is not the primary insured under the family coverage will opt out of primary health insurance coverage. In that event, the Board will contribute the amount for a full-time employee of the health insurance family coverage under this plan and the spouse who opts out will receive the opt-out benefit explained in paragraph B.

- B. Opt-Out

An employee who is eligible for health insurance coverage and who elects in writing not to receive any health insurance coverage shall receive as an incentive the amount of \$150.00 per month for each month that the employee does not have any coverage under either plan. Employees regularly scheduled to work less than 30 hours per week are not eligible for the opt-out.

Payment of this incentive shall be made as an aggregated amount once every twelve (12) months. Payment shall be made in October of each year.

- C. If the present carrier gives notice during the term of this agreement that it will increase the cost to an extravagant level, either party may initiate bargaining to explore alternative carriers.

Employees eligible for health insurance have the option to receive dental and vision insurance as follows:

- 23.04 Dental - The Board will pay up to \$60.00 per month toward the cost of one plan per family for each employee of this insurance with the employee paying \$20.00 per month toward the cost of such a plan.

In subsequent years, premium increases will be equally shared (50/50), however, the Board's contribution shall not be less than \$60.00 per month for family coverage.

- 23.05 Vision Insurance – The Board will provide and pay for vision insurance for the family of each employee.

23.06 Insurance Committees:

- A. There shall be an Insurance Committee comprised of up to six (6) members, with up to two (2) members selected by the Hillsboro Education Association (HEA), up to two (2) selected by OAPSE, and up to two (2) members selected by the Superintendent.
- B. The Insurance Committee shall review and analyze all relevant health care and health insurance information that may aid in the improvement of the quality of the health care and stabilize the cost of health insurance for the employees of the Hillsboro Schools and the Board of Education.
- C. The Insurance Committee is charged with the responsibility to make recommendations to the bargaining representatives for the Board, the HEA, and OAPSE concerning issues related to health care, health insurance and related issues that may arise.
- D. The Insurance Committee shall meet at least four (4) times each school year for the purpose of reviewing the operation of the health insurance plan and exploring means of making the insurance plan more effective and efficient.

- E. The Insurance Committee shall adopt its operational guidelines and share those guidelines with the Board, HEA, and OAPSE. The Committee shall also amend and revise those guidelines from time to time as the need may arise. Any such amendment or revision shall be shared with the Board, the HEA, and OAPSE.
- F. Failure on the part of the Insurance Committee to make recommendations shall not impede the ability of the Board to take steps to make the insurance program more effective and efficient.

## **ARTICLE 24 - TRANSPORTATION**

- 24.01 Except as otherwise provided within, all routes shall be 6.0 hours or longer per workday except for shuttle routes, which may be established at times less than 6.0 hours per work day. Shuttle routes are defined as routes where regular drivers are not available or able to perform such shuttles due to time constraints, shuttle routes will only be used for special and/or extenuating circumstances. The Board may establish routes of less than 6.0 hours per work day due to extenuating circumstances after notifying the Union. Bus routes will not be bid on an annual basis. Bus drivers shall be able to bid on any vacancies which may occur during the year. Such vacancies shall be posted and filled by seniority.
- 24.02 Bus drivers shall be compensated regular rate of pay to perform necessary paperwork required each school year. All paperwork must be completed and turned into the transportation office by October 1. Such compensation shall equal six (6) hours of pay for each driver required to do the paperwork.
- 24.03 Substitute employees may not be used to fill any position on a temporary basis or take field trips when there are bargaining unit employees available to do the work. All transporting of Hillsboro City School District Students shall be done by licensed employees of the District.
- 24.04 Video Camera

As video cameras and black boxes are purchased, their usage will be phased in on the buses in compliance with Board policy. Camera replacement will be determined by the transportation supervisor on the basis of vandalism, student conduct reports (the number of severity of incidents being given consideration), driver requests and random assignments.

Drivers may request a camera on their bus; however, they cannot refuse camera placement. If the camera is equipped with an on/off switch it must remain on at all times that students are on the bus. This includes activity trips. The camera would be turned off only when the bus is empty of passengers.

Drivers will be allowed to view the tapes to identify students responsible for disruptive behavior. Equipment to do this is available at the garage.

The video cameras and tapes are not intended to be used to monitor and/or evaluate the job performance of drivers or aides, however, video cameras and tapes may be utilized as evidence by the employer in disciplinary proceedings.

### **ARTICLE 25 - FIELD TRIPS**

- 25.01 All extra curricular trips/field trips will be posted each Monday, when possible, and left on the board until they are assigned on Thursday for the following week. The only exception will be trips that occur during the winter and spring breaks, these trips may be posted up to three (3) weeks before the winter and spring breaks. Extra curricular trips/field trips shall be awarded on a seniority and rotating basis. The most senior drivers in rotation may select trips as long as the selection does not result in overtime, unless the employer approves overtime. Extracurricular/field trip rates of pay shall be \$10.00 per hour for the 2007 – 2008 school year and shall be increase the same percentage as the negotiated amount for OAPSE Bargaining Unit employees each year thereafter. Regular routes are priority over field trips whenever substitutes are not available. Drivers will select the trips and be awarded such trips based upon the above seniority rotation. Once trips are assigned, they are non-transferable. Field Trip shuttles of less than two (2) hours will not be included in the Field Trip rotation assignments. These trips shall use a separate seniority list for assignment.
- 25.02 Notwithstanding the above, a driver may not accept a field trip which conflicts with his/her regular route unless authorized to do so by the Transportation Supervisor.
- 25.03 Field trip requests that are first received by the Transportation Supervisor after the field trip meeting, but more than thirty-six (36) hours prior to the departure of the field trip will be posted and assigned to the most eligible senior driver. If an organization requests a field trip with less than thirty-six (36) hour notice, it will be assigned at the sole discretion of the Transportation Supervisor.
- 25.04 Drivers of extracurricular/field trips shall be paid a minimum of \$20.00 on all trips.
- 25.05 All Saturday and Sunday trips will have a \$32.00 minimum daily rate of pay. Cancellation of a field trip with no advance notice shall result in the scheduled driver being paid thirty-two dollars (\$32.00) (minimum daily rate of pay).
- 25.06 Emergency trips (defined as those that the transportation department has less than two (2) hours to fill, or has to fill over the weekend) will be filled with the first available driver.

If a field trip is canceled and rescheduled, it will be given to the driver who was awarded the trip originally. However, if driver who was originally awarded the trip is not available, it will be reposted for bid.

If a mistake is made in filling a field trip, it will be corrected by offering said driver a trip of equal value on the next posting and must be agreed by both parties.

25.07 Overnight Trips With School Vehicles

- A. Overnight trips will be posted for bid as soon as possible and according to Section 25.01 of this Article. There will be a separate list for Overnight trips. Expense money, with receipts will be reimbursed within two (2) weeks of submission to the Treasurer=s Office. Overnight trips shall be offered in rotation by seniority. All drivers will be eligible for overnight trips regardless of the number of hours worked. Meal expense money will not be reimbursed by the Board.
- B. The driver will be paid at their field trip rate of pay for the time of the driver=s beginning and ending times for the day. Drivers will not be paid for the hours after the last call upon the driver and until the first call upon the driver the next day.

**ARTICLE 26 – WAGES**

4% increase to each employee covered under this agreement effective December 1, 2007 through the remainder of the 2007 – 2008 school year.

3% increase to each employee covered under this agreement effective July 1, 2008 through June 30, 2009.

There will be a wage reopener submitted after April 1, 2009 for the 2009 – 2010 school year.

**ARTICLE 27 – MISCELLANEOUS**

27.01 PROFESSIONAL DEVELOPMENT

Professional Development (PD) required by the Board, outside of the employee’s regular work hours will be compensated at the employee’s regular hourly rate of pay. This does not apply to recertification or renewal of a license.

27.02 BREAK TIME

- A. Duty Free Lunch – Each full-time member of the Bargaining Unit working a minimum of six (6) hours a day shall receive an unpaid duty-free lunch break of thirty (30) minutes. The time of the lunch break shall be set by the supervisor.
- B. Breaks – A Bargaining Unit member regularly scheduled to work eight (8) hour a day shall receive two (2), ten (10) minute paid breaks during the work day at times set by the supervisor.

27.03 DRESS AND GROOMING

When assigned to District Duty, all classified staff members shall:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their assigned responsibilities’
- C. dress in a manner that communicates to students a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

## ARTICLE 28 – DURATION

- 28.01 Complete Agreement: This agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.
- 28.02 Board Rights: The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such policies, rules, and regulations as it deems appropriate.
- 28.03 Zipper Clause: Any matter or subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement.
- 28.04 Severability: If any provision(s) of this agreement conflicts with state or federal law, such provision(s) shall be inoperative except to the extent permitted by law with the remaining provisions herein remaining in effect. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.
- 28.05 Duration: This contract shall be effective upon execution through June 30, 2010, except where otherwise provided in this contract.