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AGREEMENT BETWEEN

**Hilliard City School District
Board of Education**

and

**Ohio Association of Public School Employees
(OAPSE/AFSCME Local 4/AFL-CIO)
and its Local #310**

**For the period July 1, 2018
through June 30, 2021**

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Article 1 – Preamble

- 1.01 This Agreement is entered into between the Hilliard City School District Board of Education, hereinafter "Board," and the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) and its Local #310, hereinafter "Union."
- 1.02 Unless otherwise specified, when the term "days" appears in this Agreement, it means calendar days.

Article 2 – Recognition

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining representative for all regularly employed classified and non-classified non-teaching employees, excluding substitutes, holding positions in the following present classifications and positions:
1. Transportation
 - a. Bus Driver
 - b. Mechanic
 - c. Bus Dispatcher
 - d. Bus Assistant
 2. Secretary
 3. Maintenance
 - a. Maintenance
 - b. HVAC Technician
 4. Custodial
 - a. Custodian
 - b. Groundskeeper/Stadium Custodian
 - c. Small Engine Repair Mechanic
 5. Health/Welfare
 - a. Nurse/Clerical Assistant
 - b. Licensed Occupational Therapy Assistant
 6. Assistants
 - a. Media Assistant
 - b. Intervention Assistant
 - c. Attendance Assistant
 - d. Educational Assistant (Hall Monitor)
 - e. Educational Assistant (TOR)
 7. Account Clerk
 8. Print Shop Operator

9. Technology
 - a. Web Designer/Developer
 - b. Project Manager/Applications Developer
 - c. Systems Manager
 - d. Help Desk/Network Technician
 - e. Technology Technician

10. Warehousing
 - a. Warehouse
 - b. Van Driver

Each of the above jobs constitutes a separate classification, except that it is mutually understood that for seniority, bidding, and layoff purposes:

1. The jobs listed under "Custodial" are considered a single classification.
2. The jobs listed under "Warehousing" are considered a single classification.

If the Board or the Hilliard Civil Service Commission changes the name of a classification or position, but does not change the function of the classification or position, the newly renamed classification shall remain in the bargaining unit.

- 2.02 The bargaining unit includes all full-time and regular short-hour employees in the above classifications who are regularly assigned a work schedule. The Treasurer, Assistant Treasurer, Director of Business Affairs, Director of Human Resources, Director of Technology, Human Resources Coordinator, Transportation Coordinator, Assistant Transportation Coordinator, Maintenance Coordinator, Custodial Coordinator, Operations Coordinator, Warehouse Coordinator, EMIS Coordinator, Fiscal Office Manager, Coordinator of Administrative Technology, Network Tech Administrator, Payroll Coordinator, Administrative Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent, Human Resources Assistant, Coordinator of Communications, Director of Communications, substitute employees and all other employees falling within the exceptions listed in Section 4117.01(C) of the Ohio Revised Code are excluded from the bargaining unit and the coverage of this Agreement.

- 2.03 The term "employee" in this Agreement shall refer to any person included in the bargaining unit.

- 2.04 The Union shall admit to membership all classified employees of the District who desire to join, without discrimination on the basis of race, color, sex, creed, national origin, disability, or marital status. Membership in the Union shall not be a condition of employment.

- 2.05 If the Board creates a new regular non-teaching employee position or classification, upon request the parties will meet to discuss whether the position or classification shall be included in the bargaining unit. This provision shall not apply to supervisory or management-level employees, or to an exception listed in Section 4117.01(C) of the Ohio Revised Code. If the parties cannot agree on inclusion or exclusion, the matter shall be submitted to the State Employment Relations Board for resolution.

Article 3 – Dues Deductions

- 3.01 A Union member may have membership dues deducted on a regular basis upon presentation of a signed authorization form. The authorization form, provided by the Union, may be completed at any time prior to October 1 of any work year. A work year, for twelve-month employees, is defined as from July 1 of any calendar year, through June 30 of the following calendar year. The authorization form for each employee shall be filed by the Union with the Treasurer.
- 3.02 Dues deduction authorization shall remain in force until such time as the employee gives written notice to the Treasurer, and to the Union, during a ten-day period ending August 31 to discontinue such authorization, or until employment with the Board terminates.
- 3.03 Deductions shall be made in equal installments from the employee's regular paychecks, beginning with the month of September and ending when the year's dues are paid. Any employee terminating his employment, or whose employment with the District is terminated, shall have the dues for the month in which such termination is effective deducted from the final paycheck.
- 3.04 The proceeds from monthly payroll deductions shall be forwarded to the OAPSE State Treasurer at the OAPSE State Office; however, local dues shall be made from employees' regular paychecks in the month of September of each membership year. These local dues deductions shall also be made from the first regular paycheck after completion of the seventy-five (75) day probationary period for any employee hired during any membership year. All local dues deductions shall be forwarded directly to the Local #310 Treasurer.

In addition, OAPSE State dues deductions shall be made in equal installments from employees' regular paychecks beginning in October of each membership year and ending when the year's dues are paid. State dues deductions shall be made in equal installments from regular paychecks of new employees hired during any membership year. State dues deductions shall begin the second month after a new employee's completion of his/her seventy-five (75) day probationary period and end when the year's dues are paid. All OAPSE State dues shall be forwarded directly to the OAPSE State Treasurer.

The OAPSE State Treasurer shall furnish the District Treasurer with the proper dues deduction amount for each employee no later than July 31 of each year. The OAPSE State Treasurer shall also furnish the District Treasurer with the proper dues deduction amount for each new employee prior to completion of his/her seventy-five (75) day probationary period.

- 3.05 The responsibility for any refund to an employee for dues deducted rests solely with the Union. The Union agrees to reimburse any member for the amount of any dues deducted by the Board and paid to the Union whenever such deduction is in excess of the proper deduction.
- 3.06 Representation Fee
1. Each person who was a member of the Union on June 30, 1984 and each person employed after July 1, 1984 in the bargaining unit who is not a member of the Union
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shall, after seventy-five (75) work days of initial employment, be obligated to pay to the Union, as a condition of employment, a "fair share fee" which shall not exceed Union dues covering the same period of time.

2. The deduction of the fair share fee by the Treasurer from the payroll check of the employee and its payment to the Union after the seventy-five (75) work day grace period, shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that Union dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the employee from the Board's active payroll for any reason.

Employees hired after the beginning of the school year shall be obligated for a pro rata portion of the "fair share fees" after the seventy-five (75) work day grace period. Such fee shall be deducted from the remaining paychecks which are subject to payroll deduction of dues and fees, to the extent funds are available in such paycheck(s). If dues deduction payroll checks have already occurred for the year, the employee shall be obligated to the Union for the fees and the Treasurer shall have no obligation to make the deduction.

3. Monies collected through the "fair share fee" shall only be expended by the Union for the purposes of collective bargaining, labor contract enforcement, and grievance resolution. The Union shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the employee with the opportunity to receive an expeditious resolution of his/her claim and the opportunity to appeal the Union's decision to the State Employment Relations Board, and must fully conform to all requirements of federal and State statutory and constitutional law.
4. The Union shall provide a copy of its rebate procedure to the Board and all employees and supply the Board and all employees with copies of any changes in its rebate procedure.
5. The Local Union President shall obtain and make available to all employees appropriate State Employment Relations Board forms upon which the employees may challenge the Union rebate procedure.
6. Any employee who, because of bona fide religious beliefs or the teachings of a religious organization with which he/she is affiliated, objects to paying the "fair share fee," shall not be required to pay the "fair share fee." Any employee who wishes to avoid paying the "fair share fee" due to religious conviction must apply for an exemption to the State Employment Relations Board. The Local Union President shall provide forms to apply for this exemption to any interested employee. The Union shall place any "fair share fee" from any employee applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption, at which time the "fair share fee" and the escrowed monies shall either be paid to the Union or to the mutually agreed on charity pursuant to Section 4117.09 of the Ohio Revised Code.

- 3.07 The Union shall indemnify and save the Board, individual Board members, its officers and its employees harmless against any and all claims, demands, suits or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with the provisions of this Article.
- 3.08 The Board agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for by written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to both the Board Treasurer and the OAPSE State Office. The Board agrees to remit deductions promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Board will submit a check separate from the employee's union dues deductions.

Article 4 – Board Rights

- 4.01 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, all of the rights identified in Section 4117.08(C) of the Ohio Revised Code. These include the right to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of direction or policy such as the functions of programs of the Board, standards of school services, its overall budget, utilization of technology, and the District organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of Board operations;
 4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted including the opening or closing of buildings, the hours such buildings are open, and the addition, modification or deletion of school bus routes;
 5. Suspend or terminate for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the District including the establishment of curriculum, special programs, athletics, recreational and social events for students;
 8. Effectively manage the work force including the determination of building schedules, hours of operation, and the duties, responsibilities and assignments of staff members;
 9. Take actions to carry out the mission of the District.

- 4.02 The exercise of the foregoing 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 Agreement and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.
- 4.03 If the Superintendent (or designee) has reason to question the physical or mental capacity of an employee to perform assigned work, the employee may be required to undergo a physical or psychiatric examination at the Board's expense. If the employee's own physician or psychiatrist disagrees with the conclusions reached in any such required examination, the Board and the employee will mutually agree upon a third professional, with the expense for the third opinion to be paid by the Board. This provision shall not be exercised arbitrarily or capriciously.

Article 5 – Bargaining Procedure

- 5.01 Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following bargaining and dispute resolution procedures which supersede the procedures in Section 4117.14(C) (2)-(6) and any other procedures to the contrary.
- 5.02 If either party wishes to terminate or modify this Agreement, it must serve written notice of that intention upon the other party not more than ninety (90) nor less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall bargain in good faith in an effort to reach a successor agreement. At the first bargaining session, the parties shall submit their complete proposals. Neither party may submit additional issues for bargaining after presenting its initial proposals unless the other party agrees.
- 5.03 If no agreement is reached by the fourteenth (14th) day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of a mediator from the Federal Mediation and Conciliation Service. The mediation period shall expire at the end of the thirtieth (30th) day following the expiration date of this Agreement.
- 5.04 Any successor agreement shall be submitted to the Union for ratification and then to the Board for approval.
- 5.05 Each bargaining team shall consist of no more than seven (7) persons.
- 5.06 All meetings shall be scheduled so as to minimize disruption of an employee's normal work schedule. Where conflicts with work schedules are unavoidable, affected employees will receive release time with no loss of pay.
- 5.07 The Board and Union shall bargain concerning wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.
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Article 6 – Consistency with Law

- 6.01 If any provision of this Agreement shall be found contrary to law, all other provisions shall continue in full force and effect.

Article 7 – Amending Agreement

- 7.01 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 unless executed in writing by the parties.

Article 8 – Waiver of Negotiations

- 8.01 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 and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall 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 or 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 party signed this Agreement.

Article 9 – Continuous Service

- 9.01 The Union pledges that under no circumstances will there be a disruption or withholding of services, individually or collectively, during the period of this Agreement and the Board agrees there shall be no lockout during the term of this Agreement.

Article 10 – Assault Protection/Assault Leave

- 10.01 An employee who must be absent because of a disability resulting from a physical assault, which occurs during the course of Board employment while on duty or while required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave.
- 10.02 The employee applying for assault leave shall submit a signed statement on forms prescribed by the Board within forty-eight (48) hours after the incident occurs or as soon thereafter as possible. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known, the facts surrounding the assault and the willingness of the employee to pursue criminal action against the assailant(s). The Board will cooperate with the employee in pursuing such criminal action. The employee may, at the

Board's discretion, be granted a leave of absence with pay for court appearances in connection with the incident and such leave shall not be deducted from sick leave or personal leave.

- 10.03 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its probable duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for either suspension or termination of employment.
- 10.04 Upon determination of eligibility by the Superintendent (or designee), such leave shall be granted for a period not to exceed twenty-five (25) workdays. Payment for assault leave shall not exceed the employee's per diem rate of pay less worker's compensation. Nothing herein shall limit the employee's right to apply for assault leave, sick leave or worker's compensation at the employee's option.
- 10.05 The Board shall continue to pay its portion of insurance premiums during the time any employee is on approved assault leave.

Article 11 – Bus Driver Physical Examination/Substance Abuse Testing

- 11.01 The required annual bus driver physical examination shall be paid by the Board. The examination shall be made by a competent physician selected by the Board.
- 11.02 The Board may take such steps as reasonably necessary to comply with any alcohol and controlled substances testing requirements and any other requirements imposed by the U. S. Department of Transportation's regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991 with respect to employees required to have a commercial driver's license.

Article 12 – Evaluation

- 12.01 The working performance of each employee shall be formally evaluated once each year. Other evaluations may be made periodically at the discretion of the immediate supervisor.
- 12.02 A copy of the evaluation report shall be presented to the employee during the evaluation conference.
- 12.03 The employee may add his/her written comments to the evaluation report, which shall be attached to the report and filed in the employee's personnel file.
- 12.04 Except as otherwise required by law, employee evaluations shall be kept confidential and shall not be subject to review by anyone other than the Administration, the Board, the employee's authorized representative, or Board legal counsel.

Article 13 – Discipline

13.01 An employee may be demoted, reprimanded, suspended without pay, or discharged for any of the following reasons:

1. Incompetency;
2. Inefficiency;
3. Dishonesty;
4. Drunkenness;
5. Immoral conduct;
6. Insubordination;
7. Discourteous treatment of the public;
8. Neglect of duty;
9. Any other acts of misfeasance, malfeasance or nonfeasance.

A discharge will be implemented by action of the Board. Any lesser form of discipline may be imposed by the Superintendent (or designee).

13.02 Procedure

1. Before implementation of a demotion, suspension without pay, or discharge, the Superintendent (or designee) will afford the employee an opportunity for a conference to permit the employee to learn the reason(s) for the disciplinary action and to respond. The employee has the right to be accompanied by a bargaining unit member of the employee's choice.
2. The Administration and Board will follow traditional principles of progressive discipline with the understanding that the nature and severity of a particular offense may justify bypassing a reprimand and/or suspension without pay in favor of immediate discharge.
3. When imposing a suspension without pay or discharge the Superintendent (or designee) will provide written notice of the action and grounds to the employee and the Union President.
4. Appeals of any disciplinary matters shall be taken exclusively through the provisions of Article 31. Disciplinary reprimands may be issued by the employee's immediate supervisor or the Superintendent (or designee). Disciplinary suspensions may be issued by the Superintendent (or designee). A disciplinary termination of employment requires action by the Board.

Article 14 – Job Descriptions

14.01 The Union shall be furnished with a copy of approved job descriptions for all bargaining unit positions. Prior to any change in job descriptions, the Union shall be notified of the proposed change. If requested by the Union, the Superintendent (or designee) shall meet with the Union to discuss any proposed change.

- 14.02 As necessary, representatives of the Board and the bargaining unit shall meet as a committee for the purpose of reviewing and revising job descriptions.
- 14.03 When the Board at its discretion elects to create a new bargaining unit job classification or position, or to substantially restructure an existing classification or position, it will provide advance notice to the Union. The notice will include the classification or position title, the applicable wage rate, and a job description. Following such notice, the Board may proceed to staff the classification or position. If the Union disagrees with the Board's proposed wage rate, it may, within ten (10) days of receipt of such notice, initiate bargaining in an effort to reach mutual agreement on the appropriate rate.
- 14.04 If creation of a new bargaining unit job classification or position is intended to replace a current classification or position, an incumbent employee in the current classification or position will, if qualified for the new job, be offered such new job without regard to any other provisions of this Agreement.
- 14.05 During the duration of this Agreement, all job descriptions for employees in the bargaining unit will be reviewed and updated as needed.

Article 15 – Seniority, Posting, Transfer Appointment and Promotion

15.01 Definition and Computation of Seniority

1. The following definitions will apply when the terms "system seniority", "classification (department) seniority" and "building seniority" are specifically used in this Agreement:
 - a. "Classification (department) seniority" shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Employees shall retain classification seniority if they change job classifications, but will accrue seniority only in their new job classification. In the event an employee returns to a previously held job classification, seniority shall begin and be added to time already accrued in the previously held classification. Job classifications shall correspond with the job classifications set forth in Article 2.
 - b. "System seniority" shall be defined as the length of continuous employment by an employee with the Board as computed from the employee's most recent date of hire.
 - c. "Building seniority", as used for overtime purposes, shall be defined as the length of continuous employment by an employee in a particular building as computed from the employee's most recent date of entry into such building.
2. The following provisions shall apply to the calculation of seniority:
 - a. Substitute employees shall not accumulate seniority and are not considered either regular full-time or regular part-time employees subject to the terms of this

Agreement. Only regular full-time or regular part-time employees shall accumulate seniority.

- b. Time spent on authorized unpaid leave of absence of forty five (45) workdays or more shall not constitute a break in service but leave time shall not be counted in the calculation of seniority. Time spent on an unpaid leave of less than forty five (45) workdays shall be counted in the calculation of seniority.
- c. New employees who successfully complete their probationary periods shall have their system, classification, and building seniority computed as of their dates of hire. Employees who change classifications shall not accumulate classification seniority in their new job classification during their probationary period, but shall continue to retain their seniority in their former job classification dating from their most recent date of entry into the classification.
- d. An employee promoted to a different classification within the bargaining unit whom the Superintendent (or designee) determines is performing unsatisfactorily during his/her probationary period may return to his/her former classification with no interruption in seniority.
- e. The probationary period for an employee new to the bargaining unit shall be seventy-five (75) workdays. The probationary period in the new job classification for an employee who changes from one classification to another classification shall be forty-five (45) work days (notwithstanding Article 2 of this Agreement, Bus Driver, Mechanic, Bus Dispatcher, and Van Driver shall be considered independent classifications for this purpose).
- f. "Date of hire" means the employee's first day actually worked. If employees have the same date of hire, the last four (4) digits of the employee's social security number shall determine seniority ranking, the lowest number being considered highest in seniority.

Example:	<u>Social Security #</u>	<u>Seniority Rank</u>
	0435	1
	3257	2
	7531	3
	9530	4

This provision shall not require the recalculation of seniority for an employee hired on or before December 31, 1998.

15.02 Posting Procedure for Lateral Transfers within Classification

- 1. The Superintendent (or designee) shall have the sole discretion to determine when a vacancy exists, whether it shall be filled, when a vacancy shall be posted, and when it shall be filled after complying with the posting procedure in Paragraph 2 below. The need for, and utilization of, substitutes shall be at the Superintendent's (or designee's) discretion. However, the Superintendent (or designee) shall make every effort to fill a

position promptly utilizing the provisions of this Article when he determines to fill a vacancy permanently.

2. A notice of a vacancy shall be posted on the office bulletin board in each school building and work site, the District HR posting folder and sent out via email to all staff for five (5) workdays from the time it is posted. The person posting the notice shall note the date and time of posting when he/she places it on the bulletin board. Within the five (5) days posting period, employees within the classification may apply for the job opening by sending a request for transfer on the appropriate form to the Superintendent (or designee). Requests received before or after the posting period shall not be considered; provided, however, that where a known vacancy for a specific job exists and an interested employee knows he/she will be absent during the posting period, a request received in advance (but in no event more than ten [10] calendar days in advance of the first day of the posting period) will be considered.
3. When a vacancy occurs within a classification, employees in the classification who apply during the posting period shall be considered for the vacancy on the basis of classification seniority. An employee who is reassigned to a new position shall be on probation for three (3) workdays. If the Superintendent (or designee) determines the employee's work is unsatisfactory, he/she shall be returned to his/her previous assignment. During the three (3) workdays of the reassignment, the employee may elect, no more than one (1) time during any twelve (12) month period, to return to his/her previously held position without any loss of pay or seniority. An employee who proceeds with posting for a vacancy and is senior bidder may only reject no more than two (2) times during any twelve (12) month period (July 1 – June 30). If an employee decides to reject two different positions he/she shall not be able to bid on another position until the following July 1st. If the employee is returned by the Superintendent (or designee), this shall not be counted against the two (2) times he/she may bid and reject a position.
4. Employees, with prior classification seniority may bid on a vacant position outside of their current classification, but shall only be awarded such position if no current employees within the vacant classification bids on the position.
5. Voluntary transfer requests will not be available to new employees hired on or after January 1, 2008 during their first full year of employment, unless no other employee bids on the open position, then a new employee may be awarded the position in accordance with this article.

15.03 Appointment and Promotions

1. If a position is not filled by lateral transfer, it shall be filled by appointment or promotion. Appointments and promotions in all positions covered by civil service shall be made in accordance with the rules of the Hilliard Civil Service Commission.
2. When a vacancy is to be filled in a classification covered by civil service and no employees have applied for lateral transfer in accordance with Section 15.02, Paragraph 1 and no eligible list is available, the Board may fill the vacancy with a substitute until

the vacancy is filled from an eligible list. When a vacancy is to be filled in a classification not covered by civil service and no employees have applied for lateral transfer in accordance with Section 15.02, Paragraph 1, the Board will fill the vacancy with the most senior non-civil service employee who has applied and meets the qualifications established by the Board for the position. If no qualified employee has applied, the Board may appoint a person who is not an employee. If an employee in a classification covered by civil service applies for a vacancy in a classification not covered by civil service, the Board will give first consideration to the applicant but shall have no further obligation with respect to such applicant. In any case, if the classification applied for is for Intervention Assistant, the Board will consider the applicant but shall have no further obligation with respect to such applicant.

3. When a vacancy is to be filled in a class which is the first level supervisor class above the bargaining unit series, the Board shall post the position, but such vacancy shall not otherwise be subject to this Article.
4. The following classified positions are recognized as tested positions by the Hilliard Ohio Civil Service Commission. These positions currently include: Secretarial and Custodial. All other positions are exempt from civil service testing, except for the position of Bus Dispatcher, which currently is tested by the Hilliard City School District.

15.04 Notwithstanding any other provision of this Agreement, an employee whose immediately previously held assignment within a job classification or position was eliminated (thus resulting in the reassignment of that employee) will be afforded an option to return to such immediately previously held assignment in the event such an opening occurs. The employee must exercise this option within five (5) days of being notified that the opening will occur and must have performed in the immediately previously held assignment within the past twenty-four (24) months. For purposes of this Section, bus driver assignments cannot qualify as an "immediately previously held assignment." An opening whose anticipated normal daily work hours deviates from the prior assignment does qualify as an "immediately previously held assignment."

Article 16 – Personnel File

- 16.01 Any employee may review the contents of his/her personnel file at any time.
- 16.02 A written request must be presented to the Superintendent (or designee) requesting the review.
- 16.03 The review shall occur in the presence of the Superintendent (or designee).
- 16.04 No item may be removed from the file. No material derogatory to an employee shall be placed in his/her file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she had the opportunity to review such material by signature with the understanding that such signature does not necessarily indicate agreement with the contents thereof. Refusal to sign shall be noted, but shall not preclude placing it in

the file. The employee shall have the right to submit a written response to such material and the response shall be attached to the material in question.

- 16.05 Written reprimands or complaints which are to be placed in the employee's personnel file shall be shown to the employee and the employee shall be asked to sign the document to acknowledge he/she has seen it. The employee's signature shall not mean that he/she agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document. If the employee disputes the contents of the written complaint or reprimand, he/she may write a rebuttal which shall be attached to the written complaint or reprimand.

Article 17 – Travel Allowance

- 17.01 Any employee required to use his/her personal vehicle in the service of the Board shall be paid at the rate specified by the Board per mile for actual distance traveled. Any employee required to use his/her personal vehicle shall have prior approval from the immediate supervisor.

Article 18 – Insurance

- 18.01 Percentage of Board Contribution Based on Hours Worked.

1. Employees who average 30 hours and above per week are eligible to participate in the Board's health insurance plans as set forth in the schedule below:

30-above	hours/week - term life insurance, premium 100% Board-paid; dental insurance, premium 95% Board-paid; hospitalization and major medical insurance, premium 85% Board-paid
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2. Employees who do not average at least 30 hours per week are not eligible to participate in the Board's health insurance plans unless the part-time employee was enrolled in Board provided coverage on December 31, 2013 and averages at least 16 hours per week, in which case the employee is grandfathered under the insurance table as follows:

25-29	hours/week inclusive – term life insurance, premium 100% Board paid, dental insurance, premium 75% Board-paid; hospitalization and major medical insurance, premium 75% Board-paid
16-24	hours/week inclusive - term life insurance, premium 100% Board-paid; dental insurance, premium 50% Board-paid; hospitalization and major medical, premium 45% Board-paid

3. Effective January 2019, the health insurance plan will include the following provisions:

a. An in-network annual deductible shall be implemented at:

<u>Year</u>	<u>Single</u>	<u>Family</u>
2018	\$250	\$500
2019	\$250	\$500
2020	\$375	\$750
2021	\$500	\$1,000

An out-of-network annual deductible shall be implemented at:

<u>Year</u>	<u>Single</u>	<u>Family</u>
2018	\$1,000	\$2,000
2019	\$1,000	\$2,000
2020	\$1,500	\$3,000
2021	\$1,500	\$3,000

b. An in-network coinsurance allocation shall be implemented at:

<u>Year</u>	<u>Employee Cost</u>	<u>Board Cost</u>
2018	10%	90%
2019	10%	90%
2020	10%	90%
2021	10%	90%

c. An out-of-network coinsurance allocation shall remain at:

<u>Employee Cost</u>	<u>Board Cost</u>
30%	70%

d. An annual in-network out-of-pocket maximum (inclusive of the deductible) shall be implemented at:

<u>Single</u>	<u>Family</u>
\$1,500	\$3,000

e. An annual out-of-network out-of-pocket maximum (inclusive of the deductible) shall be implemented at:

<u>Year</u>	<u>Single</u>	<u>Family</u>
2018	\$3,000	\$6,000
2019	\$3,000	\$6,000
2020	\$4,000	\$8,000
2021	\$4,000	\$8,000

4. A person is "reemployed" within the meaning of this Article when he/she is rehired after a break in service. A person is not "reemployed" within the meaning of this Article when he/she is recalled from a layoff.

18.02 Life and Dental Coverage.

1. Group term life insurance in the amount of \$40,000 shall be provided with premiums paid by the Board in accordance with the schedule appearing in Paragraphs 1 and 2 of

Section 18.01 above. In addition, each member may purchase at his/her expense additional life and accidental death and dismemberment coverage not to exceed five (5) times the member's annual salary. In addition the member may elect to insure their spouse and children for an additional expense.

2. The dental insurance plan will be provided with premiums paid by the Board in accordance with the schedule appearing in Paragraphs 1 and 2 of Section 18.01 above which maintains current coverages and benefit levels except the following:

a. The maximum annual benefit is:

<u>Amount</u>
\$2,000

b. Coinsurance for Class II benefits shall be allocated at:

<u>Employee</u>	<u>Board</u>
10%	90%

Where more than one (1) member of a household is employed by the Board, only one (1) family policy or two (2) single policies shall be provided. Provided, however, that each employee shall receive life insurance coverage regardless of whether other family members are employed by the Board. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan.

18.03 Duplication of Coverage

Where more than one (1) member of a household is employed by the Board, only one (1) family policy or two (2) single policies shall be provided. Provided, however, that each employee shall receive life insurance coverage regardless of whether other family members are employed by the Board. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan.

18.04 All authorized driving time (including field trips, instruction time, kindergarten routes, and shuttles) shall count as hours worked for the purpose of determining percentage of Board contributions under Section 18.01. The Treasurer will calculate each bus driver's hours worked at the end of the work year and reimburse drivers for any copayments made which should be Board payments when field trip hours are included. For the purpose of this annual calculation, all field trip hours and regular hours worked within a month shall be totaled and a weekly average hours worked for the month shall be determined.

18.05 The Board shall continue to pay its portion of the above insurance premiums for a period of thirty (30) calendar days for any employee who is awarded workers' compensation benefits. Only employees who have five (5) or more years of continuous service in the District shall be eligible for this extended coverage.

18.06 The Board will make its Internal Revenue Code Section 125 Cafeteria Plan available to bargaining unit employees with the understanding that any employee contributions toward the monthly cost of insurance fringe benefits may be made with the pre-tax dollars.

18.07 During the life of this Agreement, a committee composed of three (3) persons appointed by the Superintendent and three (3) bargaining unit members appointed by the Local Union President shall assess the District's medical insurance program, work with an independent third-party consultant recommended by the committee and acceptable to the Board and Union. The consultant will make recommendations on coverage and benefits specifications subject to ratification by the Board and the Union prior to implementation.

Article 19 – Paid Holidays

19.01 Paid holidays under this Article will be observed by those employees entitled to such holidays on the preceding Friday for a holiday which falls on a Saturday, or on the following Monday for a holiday which falls on a Sunday.

19.02 To be eligible for holiday pay, employees must work their regularly scheduled work day prior to and following such holiday, unless an employee is excused from work by his/her supervisor or is on authorized sick leave. In order for an employee to be eligible for Labor Day holiday pay, he/she must have accrued earnings on the scheduled work day immediately preceding Labor Day, or have been excused from attendance at work on that day. The Board shall count the employee's last scheduled work day of his preceding period of employment as his last scheduled day of employment for purposes of this requirement. Holiday pay for bus drivers shall be calculated based upon their standard work day.

19.03 Employees whose yearly employment is for less than twelve (12) months shall be paid at their regular rate of pay for the following holidays not worked:

Labor Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	Good Friday

19.04 Employees whose yearly employment is for twelve (12) months shall be paid at their regular rate of pay for the following holidays not worked:

Labor Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
	Independence Day

19.05 The Board may change the observance of any holiday when necessary to conform to any change in state or federal law or to resolve any conflict between state and federal law. Such change shall not require prior bargaining with the Union.

19.06 Twelve (12) month employees will be scheduled to work a total of 260 days annually. When, by virtue of operation of the calendar, more than 260 days that normally would qualify as work days appear within a school year, the Board will schedule a day(s) off without pay so as to conform with the normal 260 day work year.

- 19.07 If Sunday or Saturday is an employee's regularly scheduled work day, he/she may, if advance authorization of the immediate supervisor is obtained, elect not to work on Easter Sunday, Christmas, or New Year's Day when such day falls on Sunday or Saturday, provided the employee fully makes up all of the time within the same work week (Sunday through Saturday). The supervisor's decision on whether to grant such authorization shall not be subject to the grievance procedure appearing in Article 31 of this Agreement or otherwise subject to challenge.
- 19.08 The holidays identified in Sections 19.03 and 19.04 of this Article supersede and replace the holidays appearing in Section 3319.087 of the Ohio Revised Code or elsewhere in statutory law. It is further agreed that, the text of Sections 19.03 and 19.04 will automatically revert on March 1, 2010 to the text of these Sections as they appeared in the parties' 2005-07 Agreement.

Article 20 – Vacations

- 20.01 Each full-time employee, including full-time hourly rate employees, shall be entitled to vacation leave.
- 20.02 For purposes of this Article, a full-time employee is a person who is in service for twelve (12) months in each calendar year and whose normal work week includes five (5) days of service. Any individual working less than twelve (12) full months during his/her employment year shall not be eligible for vacation leave.
- 20.03 An employment year shall be defined as the twelve (12) month period beginning with the anniversary date of an employee's first employment by the Board.
- 20.04 Schedules for 12 Month Employees:
- | | | |
|-------------|-----------|---------|
| 1-6 years | Inclusive | 10 days |
| 7-9 years | Inclusive | 12 days |
| 10-15 years | Inclusive | 15 days |
| 16-19 years | Inclusive | 17 days |
| 20 years | and over | 20 days |
- 20.05 To be eligible for a three (3) week or more vacation, as defined above, during the same year the employee completes the applicable years of service to the Board, the employee's anniversary date of employment by the Board must occur prior to July 1 of the year of completion.
- 20.06 The maximum amount of vacation leave which an employee shall be permitted to accumulate shall be that amount of vacation leave earned, but not used, during the preceding two (2) full years of continued employment by the Board.
- 20.07 Upon separation from the service to the Board, an employee shall be paid for unused vacation leave to a maximum of that vacation leave earned, but not used, during the preceding two (2)

full years of employment by the Board plus an amount of time pro-rated for the time actually worked for the current employment year.

- 20.08 An employee can use up to ten (10) days vacation per school year while school is in session with students scheduled to be in attendance if approved by the principal and Superintendent (or designee). Unless otherwise approved by the Superintendent (or designee), no more than one (1) employee per building per classification shall be on vacation during the school session at any one time. Vacation requests shall be submitted at least ten (10) days in advance and will be acted upon within six (6) days.

Article 21 – Personal Leave

- 21.01 Each regular employee during each school year is entitled to three (3) days of personal leave at the employee's regular hourly rate.
- 21.02 Personal leave shall be subject to the following specifications and requirements.
1. Such leave does not accumulate over a period of years.
 2. A regular employee is defined as one appointed permanently to provide a service to the District for a specified number of days and a specified number of hours for the school year or for a twelve (12) month period.
 3. Substitute, casual, or probationary, employees are not considered to be regular employees.
 4. Personal leave shall not be used by any employee for any unlawful purpose, or to seek other gainful employment.
 5. Personal leave shall be calculated based upon the employee's regular work day.
 6. With respect to a new employee, the employee is entitled to three (3) days of personal leave during the school year if hired on or before October 31; if hired after October 31 but before February 1, the employee is entitled to two (2) days of personal leave during the school year; if hired on or after February 1, the employee is entitled to one (1) day of personal leave during the school year. Thereafter, the employee shall be entitled to personal leave in accordance with Section 21.01 above.
- 21.03 Personal leave, within the limitations of this Article, will be granted upon written application to the building principal, immediate supervisor or the Superintendent (or designee). Such application shall be submitted at the earliest possible opportunity, at least five (5) work days prior to the date of the requested personal leave. If an emergency occurs and such advance notice is not possible, maintenance shall apply to the Coordinator of Maintenance, and custodial employees shall apply to the Coordinator of Custodians, transportation employees shall apply to the Coordinator of Transportation, and all other employees shall apply to the building principal as far in advance as possible under the circumstances; in all such cases the final right of approval rests with the Superintendent (or designee).
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- 21.04 Each employee requesting leave will file a personal leave form on which the following statement appears: "This leave complies with Board Policy and will not be used for any unlawful purpose, or to seek other gainful employment".
- 21.05 The "school year" for personal leave utilization is September 1 through August 31.
- 21.06 Personal leave may not be taken on the workday immediately before or after a non-workday; or on the day immediately before or after an employee's vacation, except under unusual circumstances which may be approved by the Superintendent (or designee) upon presentation of specific reasons.
- 21.07 No more than five percent (5%) of the bargaining unit will be granted a personal leave on the same day. Preference will be given to employees who first apply. The employee will be notified if the leave request exceeds that limitation on a particular day.
- 21.08 Any employee who is absent from duty under this Article for one-half (1/2) day or less shall be charged one-half (1/2) day personal leave for the absence. An employee absent more than one-half (1/2) day shall be charged one (1) day of personal leave. In no event may an employee take more than three (3) afternoon half-days of personal leave over the course of the school year.
- 21.09 Misrepresentation or dishonesty by an employee in applying for personal leave shall be grounds for disciplinary action.
- 21.10 Personal Leave Conversion
1. At the end of the school year (September 1 through August 31) , the employee may present a signed form to the Treasurer requesting a cash benefit for unused personal leave days in accordance with the following terms:
 - a. The cash benefit shall not be subject to contributions to any retirement system, either by the employee or the Board.
 - b. The cash benefit shall be paid only if the employee actually worked at least 120 days during the school year and used no personal leave during the school year. The amount paid shall equal 100% of the employee's regular daily rate for three (3) days. Daily hours for bus drivers shall be determined by the final average daily time submitted to the Treasurer from the Transportation Department.
 - c. Any employee who has reached maximum sick leave accrual (255 days) as of August 31, shall be entitled to a cash benefit for any unused personal days equal to eighty-five dollars (\$85) per day. If this option is chosen, then the unit member will not be able to carryover those unused personal days that are cashed in.
 2. Such check shall be separate from any other check received by the employee and shall be a lump sum amount paid no later than September 30 immediately following the school year in question.
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3. Failure to submit a signed form by August 31 immediately following the school year in question shall indicate the employee's choice to accumulate the three (3) unused days to sick leave. An employee who uses some but not all available personal leave in a given school year is not eligible for a cash benefit, but the personal leave days not used will automatically accumulate to sick leave; similarly, if an employee is ineligible for a cash benefit solely because of the 120 day work requirement, all available but unused personal leave days will automatically accumulate to sick leave.

Article 22 – Professional Leave

- 22.01 Upon written request to the immediate supervisor, the Board may grant an employee professional leave, with pay, to attend meetings, conferences, workshops, and such other activities which will benefit the District and/or the employee.
- 22.02 When the Administration schedules a meeting with the Local Union President during his/her workday, the President shall not lose pay for time spent in the meeting. However, Union business shall be conducted outside the regular work day of the employees involved whenever possible.

Article 23 – Sick Leave

- 23.01 Sick Leave
1. Each regular employee shall be entitled to fifteen (15) days of sick leave per year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
 2. Regularly scheduled part-time employees shall be entitled to similar benefits pro-rated upon the fractional time employed.
 3. Any employee who is absent from duty, under the provisions of this Article, for one-half (1/2) day or less, shall be charged one-half (1/2) day of accumulated sick leave for each such absence. An employee who is absent more than one-half (1/2) day, of any work day, shall be charged one (1) day of accumulated sick leave. Bus Drivers/Assistants working in the Transportation Department who have mid-day runs may use sick leave in one-third (1/3), two-thirds (2/3) or full day increments.
 4. If an employee reasonably expects to be absent for more than three (3) work days, he/she shall notify the Superintendent (or designee) in writing and supply a certificate from a licensed physician fully explaining the nature of the illness and the employee's need to be absent. If an employee is absent for three (3) work days or more and does not provide written notice and a certificate, the Superintendent (or designee) may require the same to be provided promptly.

23.02 Accumulation, Transfer, Approval

1. Unused sick leave shall be cumulative to a total not to exceed two hundred fifty-five (255) days.
2. An employee who has accumulated unused days of sick leave in another Ohio public agency shall present a properly certified record of these days upon employment in this school system. The unused days, up to the maximum allowed by this District provided that reemployment takes place within ten (10) years of the last termination of public service, shall be credited to the employee's accumulated sick leave record.
3. Sick leave requests must be approved for payment by the Superintendent (or designee). Each employee shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates when he was consulted.
4. When an employee has exhausted all accumulated sick leave and additional days are still needed, the employee may request through the Union that the additional days be transferred from other employees' accumulated sick leave. The Union shall establish an internal policy to administer such a transfer. An employee may donate not more than five (5) days of sick leave per school year for this purpose; however, an employee may not donate if his/her accumulated sick leave balance would fall below forty-five (45) days. An employee may also donate up to ten (10) days if his/her balance would not fall below one hundred (100) days after donating. The employee requesting donated days must have exhausted his/her accrued sick and personal leave prior to receiving donated days. The Union shall notify the Treasurer, in writing, of the number of days to be deducted, from whom, and the person receiving transferred days. Included in the notice shall be a signed statement by the employee(s) involved authorizing the Treasurer to transfer the days.

23.03 Purposes for Which Cumulative Sick Leave May Be Used

1. Employees who have accumulated sick leave may use accumulated sick leave in the following instances:
 - a. Personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to students or other Board employees.
 - b. Serious illness in the employee's immediate family. The immediate family is defined as the employee's (1) husband, (2) wife, (3) son, (4) daughter, (5) father, (6) mother, (7) brother, (8) sister, (9) brother-in-law, (10) sister-in-law, (11) parents-in-law, (12) son-in-law, (13) daughter-in-law, (14) grandparents, (15) grandchildren, or anyone who has virtually held the position of parent or child.
 - c. Death or burial of a member of the employee's family.
 - (1) Five (5) days shall be allow for immediately family as defined above.
 - (2) Two (2) days shall be allowed for a relative other than immediate family.

23.04 Forfeiture of Pay

1. An employee who is legitimately absent from work and who does not have the necessary sick leave accumulated, shall lose all pay and allowances for the period of absence in the same proportion as listed in Section 23.01, Paragraph 3.

23.05 Notification of Absence

1. An employee shall notify his/her immediate supervisor of an impending absence at the earliest time possible for scheduled starting times which fall between 6:30 a.m. and 8:30 a.m. For scheduled starting times of 8:30 a.m. or later, notification of an impending absence shall be made no less than two (2) hours before the employee's scheduled starting time, unless precluded by a bona fide and verifiable emergency.

23.06 Falsification of Records

1. Misrepresentation or dishonesty by an employee in applying for sick leave shall be grounds for disciplinary action.

Article 24 – Attendance Policy

24.01 Punctual and regular attendance is an essential responsibility of each employee. Any tardiness or absence causes problems for fellow employees, supervisors and students. When an employee is absent, others must perform the work, which diminishes the smooth functioning of the District. Employees will accumulate occurrences when absent on unpaid leave once all paid leave (sick days, personal days, vacation days and donated days) has been exhausted. Each day absent after all paid days has been exhausted will count as one (1) occurrence, unless such absences are consecutive. Being tardy to work will count as one-half (1/2) an occurrence.

24.02 No call/no show shall count as one and one-half (1 and 1/2) occurrences. Occurrences shall be on a school year basis and discipline shall restart at Step 1 at the beginning of each school year. Progressive discipline shall be as follows:

1. Step 1 – Possible Letter of Direction – One (1) occurrence
2. Step 2 – Possible Letter of Reprimand – Three (3) occurrences
3. Step 3 – Possible Three (3) Day Suspension – Six (6) occurrences
4. Step 4 – Possible Ten (10) Day Suspension – Nine (9) occurrences
5. Step 5 – Possible Termination of Employment – Twelve (12) occurrences

24.03 Any employee who fails to report to work without notification to his or her supervisor for a period of three (3) days or more will be considered to have voluntarily terminated their employment.

Article 25 – Leaves of Absence

25.01 Requested Leaves of Absence

Any employee, upon proper application to the Superintendent (or designee) and approval thereof, may be granted leave of absence from duty for the following reasons:

1. Ill Health

- a. A written application for a leave of absence, without pay, for ill health must be accompanied by a statement from the attending doctor, and, at the discretion of the Board, approved by a Board-appointed physician; the statement must indicate the nature of the illness and recommend that the employee be relieved of duties.
- b. Such request for leave, if approved, shall be granted for the remainder of a semester, the remainder of a school year, or for an entire school year. An earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent (or designee).
- c. At least fifteen (15) days before an employee on a leave of absence for ill health expects to resume his/her duties, the employee, or someone acting in his/her behalf, must request in writing to the Superintendent (or designee) the reinstatement of the employee. In requesting reinstatement, the employee does not forfeit his right to request an extension of his/her leave of absence for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.
- d. Not less than ten (10) days before termination of leave, a physician's statement, certifying that the employee has been examined, and that he/she will be able to resume his/her duties when the leave of absence expires, must be submitted by the employee to the Superintendent (or designee). The physician's statement, at the discretion of the Board, will be subject to approval by a Board appointed-physician.

2. Maternity Leave

- a. Employees who request maternity leave will have the option of requesting sick leave by reason of pregnancy or a pregnancy-related disability pursuant to Section 3319.141 of the Ohio Revised Code; a leave of absence without pay; or, a combination of sick leave and leave of absence. A leave of absence or sick leave shall commence at such time as the employee and her physician deem it prudent. A reasonable advance notice of no less than thirty (30) days shall be given except in case of dire emergency. A physician's statement must be attached to a request for sick leave or leave of absence.
- b. In cases where leave is granted by the Board, such leave shall specify a beginning and ending date. If additional time is necessary, the employee must present, in writing, her request for further extension, with a further approval of her attending

physician. Moreover, at the time of reinstatement, the employee shall submit a statement from her physician verifying her fitness to return to work.

3. Adoption Leave

- a. An employee who adopts a child may be granted a leave of absence, without pay, for a maximum of the remainder of the school year in which the leave becomes effective. Such leave may be granted upon written application made to the Superintendent (or designee) prior to the placement. When an employee elects to use the maximum amount of adoption leave provided, he/she shall inform the Superintendent (or designee) in writing, of his/her intention to return to service at least one hundred-twenty (120) days before he/she expects to resume his/her duties. Adoption leave shall not be terminated during a school year. Failure to comply with this regulation may be deemed an automatic resignation.

4. Family and Medical Leave Act of 1993

- a. If an employee is eligible for leave under the Family and Medical Leave Act of 1993 and timely applies for such leave, the twelve (12) month period during which up to twelve (12) weeks of leave entitlement may occur shall be a rolling twelve (12) month period measured backward from the date the employee uses leave under the Act.
- b. Eligibility for the use of leave under the Act shall be governed by the terms of the Act, with the employee and Board retaining all options available to each under the Act. Any dispute over whether the Act has been violated shall be resolved under the enforcement procedures provided by the Act and shall not be grievable or otherwise reviewable under Article 30 of this Agreement.

5. Emergency Leave

- a. The Superintendent (or designee) may grant emergency leave without pay for important personal, family, or emergency reasons. Emergency leave will not be granted for the purpose of seeking or taking other employment or entering into self-employment. Applicants shall apply to the Superintendent (or designee) in writing, fully explaining the reasons and justification for the leave. Emergency leave shall only be granted in units of one-half (1/2) day or more but shall not exceed five (5) consecutive days. To be eligible for emergency leave, the bargaining unit member must have exhausted all of his/her accrued personal and/or vacation leave.
- b. Misrepresentation or dishonesty by an employee in applying for emergency leave shall be grounds for disciplinary action.
- c. Except in unusual circumstances, emergency leave may not be taken contiguous to vacation leave, personal leave or any other paid leave.

6. Court Appearances

a. Court Subpoena

A leave of absence, with pay, will be granted to an employee subpoenaed to appear in court for legal proceedings directly related to his/her Board employment. No employee shall be paid for an appearance when that employee has an interest in the outcome of the proceeding and that interest is adverse to the Board or Administration.

b. Jury Duty

The Board shall pay a regular employee an amount not to exceed the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. To qualify for partial pay the employee must present court verification to the Treasurer indicating the amount of jury pay received. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty pay. Each employee serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of the duty.

25.02 Unrequested Leaves of Absence

Upon recommendation of the Superintendent (or designee) and approval by the Board, an employee may be granted an unrequested leave of absence for the following reasons:

1. Apparent Physical or Mental Disability

- a. A leave of absence may be granted for apparent physical or mental disability. When requested by the Board, the employee shall submit to a physical or mental examination by a competent person named by the Board. The results of such examination shall be the basis of granting a Board-initiated leave of absence. The cost of such examination(s) shall be paid by the Board.
- b. Whenever an employee has exhausted his/her sick leave and continues to be absent without requesting a leave under Section 25.01, Paragraph 1 above, an unrequested leave may be granted under this Section.
- c. At least thirty (30) days before an employee expects to resume his/her duties, the employee shall submit a written request to the Superintendent (or designee) for reinstatement. The request shall be accompanied by a physician's statement certifying that the employee has been examined and he/she is capable of resuming his/her duties. At the discretion of the Board, the employee's physician's statement shall be subject to approval by a Board-appointed physician.

2. Military Leave

- a. In accordance with Section 5903.02 of the Ohio Revised Code, military leave, without pay, shall be granted to any regular employee who shall be inducted, called to active duty, or who enlists for military duty as defined in Section 5903.01 of the Ohio Revised Code.
- b. Any employee whose services in the District have been interrupted by military duty shall be reemployed in accordance with the provisions of Section 5903.03 of the Ohio Revised Code.
- c. An employee who qualifies as a "permanent public employee" under Section 5903.01 of the Ohio Revised Code and who is called for military training or active duty in the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, or a reserve component of the armed forces of the United States is entitled to leave without loss of pay for up to twenty-two (22) eight (8) hour workdays or one hundred seventy-six (176) hours in any calendar year (January 1 through December 31), for each calendar year in which military duty is performed. If the employee's military duty exceeds such amount, the employee will be placed on leave and paid in accordance with Section 5923.05 (B) and (C) of the Ohio Revised Code.
- d. An employee will receive military leave in accordance with Section 5923.05 of the Ohio Revised Code subject to the following additional conditions:
 - (1) For the first twenty-three (23) months of leave following the month in which military activation occurs, the employee's compensation under the statute will be calculated without regard to the \$500 monthly limitation appearing in Section 5923.05 (B)(2). Thereafter, the \$500 limitation will apply.
 - (2) The employee's health insurance coverage will be continued in accordance with the terms of Article 18 of this Agreement for two (2) months following the month during which activation occurs.
 - (3) Upon return from military leave to District service, the employee will have the same contractual status held prior to leave and will be reinstated to the same or similar position held prior to leave.

25.03 General Provisions for Unpaid Leaves

1. Unpaid leaves, other than emergency and court appearance leave, if approved, shall be granted for the remainder of a semester, the remainder of a school year, or for an entire school year. Earlier termination of leaves shall be at the discretion of the Superintendent (or designee) and Board. Upon recommendation of the Superintendent (or designee), the Board may renew an unpaid leave (other than a court appearance or emergency leave) for one (1) year provided the employee has requested an extension at least thirty (30) days prior to the expiration of the initial leave.

2. Upon return from an unpaid leave, the employee may return to his/her original position or to a comparable position.
3. If the insurance contracts permit, an employee on unpaid leave may continue group insurance coverage at the employee's expense. The employee shall tender payment in advance to the Treasurer in such a form as the Treasurer may require. Upon return from leave, the Board shall resume paying its share of the benefits after the employee has completed thirty (30) workdays of actual service and meets the reenrollment criteria in the insurance contracts. The thirty (30) workday service requirement shall not apply to employees returning to service after an injury compensable under workers' compensation. Such employees shall resume Board-paid insurance coverage at the earliest time allowed by the insurance contracts.
4. Upon return to service, the employee will be placed on the same step on the salary schedule as he/she enjoyed prior to the leave, unless the employee actually worked at least one hundred twenty (120) days within the school year, thus entitling him/her to advancement in accordance with District policy.
5. Any employee who, while on unpaid leave, accepts or engages in full-time or part-time employment may be considered to have resigned his/her employment with the Board.

Article 26 – Retirement Payment

- 26.01 Retirement pay shall be a one-time, lump-sum payment to eligible employees in accordance with the following provisions:
- 26.02 An employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:
1. The employee retires from the District.
 2. The employee must, within one-hundred eighty (180) days of the last date of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her retirement check.
 3. The employee must have not less than ten (10) years of service with the District, the State, or its political subdivisions.
 4. The employee must sign a form provided by the Board when he/she receives the District's check certifying that all the eligibility criteria have been met.
 5. The employee must make application to the Treasurer no later than ninety (90) days from the last paid day of service with the Board.
- 26.03 Retirement pay benefits shall be calculated as set forth below:
1. Multiply the employee's accrued, but unused, sick leave by one-fourth.

2. Multiply the product times the regular per diem rate of pay earned by the employee at the time of retirement.
 3. The amount of the benefit calculated in Steps 1 and 2 above, shall not exceed the value of 63.75 days of accrued, but unused, sick leave.
 4. Receipt of payment for accrued, but unused sick leave, shall eliminate all sick leave credit accrued by the employee. Such payment shall be made only once by the Board to any employee.
 5. If a bargaining unit member eligible for a retirement payment under Article 26 retires with fifteen (15) or more years of continuous service with the District and two hundred fifty-five (255) days of accumulated sick leave, the employee's retirement payment will include Two Thousand Dollars (\$2,000.00), less applicable payroll deductions, in addition to the payment otherwise due under the terms of Article 26.
- 26.04 Notwithstanding the eligibility criteria appearing above, if an employee with not less than ten (10) years of service with the District, the State, or its political subdivisions dies, retirement pay calculated under the terms of this Article will be paid to the employee's estate.

Article 27 – Hours Worked

27.01 Standard Workweek

1. The Superintendent (or designee) shall establish the standard workday and workweek for all employees. After first discussing the proposed change with the Union, the Superintendent (or designee) may increase or decrease an employee's standard workday or workweek to meet the needs of the District.
2. The standard workweek shall be Monday through Friday. However, the Superintendent (or designee) may designate a workweek other than Monday through Friday to meet job requirements. The standard workweek for any employee shall not exceed forty (40) hours. No employee may apply or bid for a job that, if awarded to the employee, would result in a standard workweek that exceeds forty (40) hours.

27.02 Bus Driver Workday

1. A regular bus driver/bus assistant scheduled to drive in the morning shall be paid a minimum of two and one-half (2 and 1/2) hours. A regular bus driver/bus assistant scheduled to drive in the afternoon shall be paid for a minimum of two and one-half (2 and 1/2) hours. Regular kindergarten drivers/bus assistant shall also be paid for a minimum of two (2) hours for each day worked.
2. A regular bus driver/bus assistant scheduled to drive a morning and an afternoon route whose compensated time for the day is reduced by one (1) hour or more may elect to displace the least senior driver/bus assistant in the District whose compensated time is substantially equal to the compensated time of the driver/bus assistant whose time was

reduced. "Substantially equal" means either exactly equivalent to or not more than fifteen (15) minutes less than the compensated time of the driver/bus assistant whose time was reduced. This provision shall not apply where compensated time is temporarily increased and then reduced back to what it was before the temporary increase. The driver/bus assistant being displaced under this provision shall be assigned to the assignment being vacated by the displaced driver/bus assistant. This provision is not intended to have any effect on kindergarten routes. A reduction of time under the first sentence of this provision that occurs after November 15 shall not have a negative impact on the regular driver's/bus assistant's eligibility for or participation in health insurance benefits for the remainder of that school year, with the further understanding that if the employee voluntarily takes a route with less time insurance eligibility and participation will be determined in accordance with the normal rules. Eligibility for and participation in health insurance benefits in the following school year will be determined by the circumstance in effect at that time.

27.03 Overtime Pay

1. All twelve-month employees whose standard work week is forty (40) hours shall be paid at one and one-half (1-1/2) times their regular rate of pay or receive compensatory time off for all hours worked in excess of eight (8) per day or forty (40) per week. All other employees shall receive one and one-half (1-1/2) times their regular rates of pay or the employees shall be granted compensatory time off for all hours worked in excess of forty (40) per week. Overtime shall be approved in advance by the responsible supervisor.
2. Employees shall not be required to work on days declared by the Board as school holidays unless the day is part of the employee's established work schedule (e.g. parochial school drivers) or failure to work on such holidays would impair the public service. Employees who perform their assigned duties on days when District schools are closed shall be entitled to all compensation and other benefits of this Agreement.
3. When any employee, other than an employee regularly assigned to work a holiday as set forth in Paragraph 2 above, is required to work on a designated holiday, such time shall be paid at the rate of time and one-half (1-1/2) for all hours worked plus holiday pay, or the employee shall be granted compensatory time off.
4. When any twelve-month employee is required to work Saturday or Sunday and such days are not a part of the employee's standard work week, the employee shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay or the employee shall be granted compensatory time off for all hours worked.
5. Except as otherwise specified in this Agreement, all overtime shall be offered to qualified employees on a rotating basis in the order of building seniority as defined in Article 15. If overtime is offered during an employee's regular scheduled workday, the employee shall remain in rotation for the next available overtime for which there is no conflict with his/her regular shift. If overtime is refused by the most senior employee, it shall be offered to the next senior employee within the building; provided, however, that if overtime is refused within twenty-four (24) hours of the scheduled work, the

work may be assigned to any available bargaining unit employee. When the need to have overtime work performed is urgent, the supervisor shall not be required to notify an employee who resides over twenty (20) miles from the District Administration Building. At the beginning of each school year, each custodial employee may sign an overtime list for the building in which the employee is assigned and an overtime list for the District. If no employee assigned to the building whose name appears on that building's overtime list accepts an overtime assignment under this Section, the overtime will be offered to employees whose names appear on the District's overtime list on a rotating basis in the order of system seniority as defined in Article 15. A custodial employee may, upon request, examine the applicable building overtime list or the District overtime list.

6. To be eligible to work offered overtime, an employee must have worked all of his/her regularly scheduled workday immediately preceding the overtime, unless the employee's absence on such day is attributable to approved vacation or personal leave.
7. Compensatory time will be computed on the basis of time and one-half for each hour of overtime worked. Compensatory time may be requested by either the employee or the administrator and is subject to the approval of the administrator. An employee may accrue up to 240 hours of compensatory time. An employee who has requested use of such overtime shall be permitted to use such time within a reasonable period after making the request of the use if the compensatory time does not unduly disrupt the operations of the District.

27.04 Custodians/Maintenance/Mechanics Employees

1. Employee shift differential pay will not be given unless the employee begins duties after 2:00 p.m. on an assigned day of work, summer hours excluded. The shift differential pay rate shall be increased from \$0.28 per hour to \$0.30 per hour.
2. Custodial employees who are employed at a time when the Local holds its meeting, will be granted time off to attend the meeting; however, they must make up all hours lost on the same evening. Example: (1) If the meeting is of two (2) hours duration, they must work two (2) additional hours; (2) If more than one (1) person is employed in a building, only one (1) person shall be permitted to attend. The person attending the meeting shall be selected by those persons employed in that building on a rotating basis, and shall notify his/her supervisor by noon of the day of the meeting.
3. If maintenance employees are not available for an overtime assignment, work will then be offered to other qualified employees at the building involved.
4. If a bus mechanic, custodian or maintenance employee is requested to perform work at other than his/her normal shift, the employee shall be compensated for a minimum of two (2) hours at the appropriate rate of pay.
5. When possible, custodians shall be notified in advance of the amount of time approved for an extra activity.

6. All eight- (8-) hour custodial employees are required to be on duty at all times of their shift and shall have two (2) fifteen- (15-) minute breaks to be taken at the time scheduled by the principal and/or supervisor. Custodians will be permitted to leave District-owned property during each 15 minute break. The first break will be scheduled during the first half of the shift, and the second break will be scheduled during the second half of the shift. Meals are to be eaten during scheduled break time.
7. The Board shall supply uniforms for mechanics, custodial and maintenance staff. Each employee shall be provided with five (5) sets in the first year of employment. There will also be a uniform allowance equivalent to the cost of three (3) sets each year for custodians and a uniform allowance equivalent to the cost of five (5) sets each year for custodians permanently assigned to grounds, mechanics, and maintenance employees thereafter. Groundskeeper and maintenance employees will also be provided a pair of insulated coveralls in addition to uniforms upon initial employment in the position and each five (5) years thereafter. Mechanics shall continue to be provided with laundry service of uniforms as long as such service is available to the district. Such allowance shall be used for District-approved parts of uniforms needed by the employee. For this purpose, "allowance" does not mean an employee will receive cash, and it is mutually understood that needed uniform parts will be purchased through the District-appointed vendor by means of a District purchase order. Each set shall include shirts and pants for the winter months and shorts for Summer Break months. A winter weight jacket shall be provided. All employees in these classifications shall wear uniforms as a condition of their employment. The Superintendent (or designee) shall prescribe reasonable regulations for the wearing and care of uniforms. Uniforms shall not be worn in public places (e.g., restaurants, bars, markets) after or before assigned work hours except as may be incidental to getting to and from work.
8. When a day-shift custodian's absence is expected to be for an extended period--not less than ten (10) days--opportunity to provide coverage for his/her absence shall be offered to other shift custodians starting with the most senior. If no custodian within the affected building chooses to provide the coverage, a substitute custodian may be utilized for this absence.

27.05 Calamity Days

1. Employees not in a supervisory or administrative position, may be required, at the discretion of the administration, to work in the schools or offices in which they are employed, on days that the District is closed owing to an epidemic or other public calamity days, in order to maintain the safety, welfare and protection of the District. These employees shall be considered essential employees.
2. Essential employees required to report to their schools or offices on epidemic or public calamity days, shall be granted compensatory time off, at the discretion of the Superintendent (or designee) (and only on days not requiring a substitute employee). On those days when normal school activity is interrupted, employees required to continue working shall receive compensatory time off for all hours worked beyond the time of closing.

3. Essential employees covered by this Section may accumulate compensatory time off for a one (1) year period. The control year shall be from July 1 through June 30.
4. Bus drivers'/bus assistants' pay for calamity days shall be at the regular rate for their standard work days.
5. When the Superintendent declares a late start due to a calamity, (i.e. two (2) hour weather related delay), only those identified as Essential employees will report at their regularly scheduled times(s). All other employees will adhere to the delay.

Scheduled delays are not considered calamity time, staff will work their regularly assigned hours.

Essential employees who are required to work when schools are on a delay shall receive compensatory time for hours worked during the delay.

6. For purposes of this article the following named employees shall be regarded as essential employees:
 - a. Warehouse
 - b. Van Driver
 - c. Day Shift Custodian
 - d. Grounds
 - e. HVAC Technician
 - f. Maintenance

Article 28 – Inservice Meeting

- 28.01 It is the prerogative of the Administration to schedule employee meetings periodically.
- 28.02 Each employee, within the designated classification, shall be required to attend all scheduled meetings.
- 28.03 Employee meetings, when possible, shall be held during regular work hours.
- 28.04 Employees required to attend a meeting called by the Administration, other than during regular work hours, shall be paid for time spent at their regular hourly rate, but not at time and one-half. Each employee will be required to complete a time sheet.
- 28.05 An Inservice/Professional Development Committee composed of three (3) employees selected by the Union and three (3) persons selected by the Board shall work toward developing inservice/professional development programs for the benefit of the District and bargaining unit employees. The Committee will meet bimonthly or on an as-needed basis from September through May. Employees will be notified about professional development opportunities on a regular basis. An employee's service on the Committee is voluntary and will not be paid. Meetings will be scheduled so as to minimize disruption of an employee's normal work schedule; where conflicts as to work schedules are unavoidable, affected employees will

receive release time with no loss in pay. The Committee's recommendations will be forwarded to the Superintendent (or designee) for consideration.

The Board will appropriate \$5,000 for the purpose of professional development for each fiscal year (July 1 – June 30). Any balance remaining as of the close of business on June 30 will be carried forward into the annual amount for the next succeeding fiscal year and counted toward the Board's \$5,000 commitment for that succeeding fiscal year. To be eligible for professional development funds, the activity must be approved by the Committee.

All professional development requests must be submitted to the Professional Development Department prior to the professional development activity.

Late-start Professional Development Days may be used for District professional development opportunities for all staff on duty.

Employees choosing to be involved in professional development opportunities can use professional leave days with a substitute provided.

Article 29 – Transportation, Miscellaneous

29.01 Summer Driving

All summer routes and field trips will be available to those drivers according to seniority who request, in writing, to work during the summer months.

All summer field trips received by the Transportation Coordinator or an Assistant Transportation Coordinator prior to the end of the school year will be offered to drivers by the last day of school. As to other summer field trips they will be assigned by seniority, and drivers who have signed up for summer work will be given until the end of the workday in which they were called to either accept or reject the trips.

29.02 Field Trip Pay and Assignments

1. All field trip requests shall be submitted on forms prescribed by the Board. Bus drivers will be paid for field trips at their regular hourly rate. Payment for field trips shall be made on the 15th and the 30th of each month provided that all necessary paperwork has been submitted to the Treasurer in a timely fashion.
2. The following procedure will be implemented in the assignment of field trips:
 - a. Field trips shall be divided into five (5) categories:
 - (1) Daytime trips (Monday - Friday) that start after the driver's morning route ends and end before the driver's afternoon route begins.
 - (2) Early night trips (Monday - Friday) that start after the driver's afternoon run which must end by 3:30 p.m. These trips shall be offered to those drivers who

are eligible first. If there are trips left over after offered to these drivers, the left over trips shall be offered to all other drivers on the night trip list provided a substitute is available or a workable solution is available to cover the night trip driver's regular route.

- (3) Night trips (Monday - Friday) that start at 3:30 pm or later.
 - (4) Weekend trips.
 - (5) Complete day – day trips – Trips that start at or near the beginning of the school day and are expected to conclude at or near the end of the school day. These trips (excluding athletic trips) shall be offered by seniority. The Transportation Coordinator will assign complete day-day trips in seniority order from the list. The complete day-day trip list will remain in effect until every driver/bus assistant on the list has been offered a complete day-day trip.
- b. Each trip category listed above will be comprised of a regular assigned rotating list, and an emergency list. All lists will be in seniority order.
 - c. All drivers will be given two (2) opportunities: once at the start of the school year (the first 2 weeks of school) and again May 1st through May 15th, to indicate their interest in driving field trips. If your route times change through the course of the school year, you are able to adjust your list selection by contacting the Field Trip Coordinator. At other times during the school year, additional names of new hires may also be added to the bottom of the lists. Drivers who want to drive evening trips will need to select between the early night trip list or the night trip list, as described in a. above. Drivers can only be on one (1) of the two (2) evening lists.
 - d. A list shall be compiled of all regular drivers who have requested such trips by noting the availability of each, by seniority.
 - e. Seniority as used in this Article shall mean job classification seniority and shall be calculated in accordance with Article 15.
 - f. If a driver refuses a field trip in a reasonable period of time, the trip will be offered to other available regular drivers before it is offered to substitute drivers. For this purpose, the Supervisor of Transportation will offer the trip to the senior available driver on the list prepared under paragraph b. above, and then to the next senior driver until the trip is taken. On the next occasion, the trip will be offered to the available driver whose name next appears on the list. However, if a trip is refused after 12:00 noon of the work day prior to the day on which the trip is scheduled or if other circumstances necessitate, the Supervisor and/or Superintendent (or designee) may assign the trip to any available driver or a substitute.
 - g. If a driver, on three (3) separate occasions during the school year, accepts a field trip and then turns the field trip back in on the day before or on the same day as

the trip, the driver will be removed from that field trip list for the remainder of the school year.

- h. If a driver accepts a trip and does not show up two (2) times within the current school year, he or she shall be removed from that trip list for the remainder of the current school year.
- i. No substitutes shall be offered field trips except as set forth in paragraph f. above, unless the time of the trip interferes with regular route hours. There is no obligation to equalize the number of extra trips or catch-up drivers who are unable to take extra trips between 9:00 a.m. and 2:00 p.m. because the time of the trip interferes with regular route hours or to catch-up drivers who are added after initial sign-up. When assigning field trips for non-Hilliard school days, the trips will be assigned from the day, night, and overnight trip lists only, the early night trip list will not be used on these days.
- j. When a driver reports to a school for a field trip and has missed notification of the cancellation, he/she shall only be paid for one (1) hour and the cancellation shall not count as a trip taken. If the trip is directly after his or her route and occurs within your two (2) hour minimum window, you will be given a replacement trip only. If a regular driver's field trip is cancelled and a sub driver has been assigned a trip, the regular driver may displace the sub from his or her field trip, if the cancellation occurred prior to 10:00 a.m. on the day of trip departure.
- k. All drivers taking field trips will be paid for a minimum of two (2) hours, unless the Supervisor of Transportation determines the transporting of pupils is an extension of the driver's regular route. In that event, no minimum shall apply and the driver shall receive his/her regular rate for time actually driven.
- l. If the Board authorizes an overnight field trip, eight (8) hours per night shall be considered sleep time without pay. Overnight lodging, as authorized by the Board in those cases where lodging is not provided by the trip sponsors, shall be at Board expense.
- m. When an event requires a drop-off and pick-up within the same day, the same driver shall drive both segments. At no time can the operation of this provision interfere with a driver's regularly scheduled route. This event shall count as one (1) trip with a four (4) hour minimum.
- n. To be eligible to work night and weekend field trips, an employee must have worked all of his/her regularly scheduled work day immediately preceding the trip, unless the employee's absence on such day is attributable to approved vacation or personal leave.
- o. The assignment of overnight field trips is exclusive and exempt from the procedures of section 29.02 2. The Transportation Coordinator will assign overnight field trips in seniority order from an overnight field trip list. The overnight list will remain in effect until every driver/bus assistant on the list has

been offered an overnight trip. A trip accepted, declined or turned in counts as a trip in rotation on the overnight list. There will be no emergency overnight trip list.

A drivers' regular assigned route would be filled, if necessary, so an overnight trip could be accepted.

If a driver is offered an overnight trip and has already accepted a trip which conflicts with the overnight trip, the driver shall have the option to select which trip he/she wants to drive. Whichever trip is not selected shall be denoted as a refusal on the appropriate list.

In the event of a last minute overnight trip, one which is being offered on the same day of departure, no refusal shall be noted.

3. Extra trip drivers shall stay with their vehicles at all times, unless otherwise informed by the Supervisor of Transportation.
4. A route specialist may replace a substitute on a long-term assignment when six (6) weeks or more are left in the assignment after the route specialist fulfills the current assignment.

29.03 Extra Driving Time

Long-term or permanent shuttles shall be assigned on a seniority rotation basis. Once assigned, the shuttle will stay with that driver/bus assistant through the school year.

All other extra driving time (short-term or special event shuttles, route extensions, etc.) shall be assigned on a seniority rotation basis.

The Transportation Coordinator may vary from seniority after considering such scheduling problems as (A) the origin of the shuttle, (B) the time of the shuttle, and (C) the location of the bus and driver/bus assistant at the time the shuttle is to start and finish. If more than one driver/bus assistant is available, seniority shall be the determining factor.

- 29.04 The Board will reimburse driver/bus assistant for time spent with principals at the principal's request for meetings held with parents concerning discipline. The Board shall pay the cost of each bus driver abstract it requires.

- 29.05 Drivers shall be reimbursed for actual time spent at their actual hourly rate for cleaning of buses during the last five (5) days before school is out or during the five (5) days after the last day of classes for the Hilliard City School District, not to exceed six (6) hours, upon the recommendation of the Supervisor of Transportation. Two lists with available time slots for the wash pad shall be made available to drivers to sign up during the first week of May.

1. Buses will be inspected by the Supervisor of Transportation. If a bus is found not to be clean or has not been inspected, the driver will receive a written reprimand for the first two (2) offenses and shall be referred to the Superintendent (or designee) on the third offense for further disciplinary action.

2. Periodically, the Supervisor of Transportation and/or the Superintendent (or designee) will inspect vehicles to determine if this provision is adhered to.

29.06 A driver and/or bus assistant will have the opportunity to sign up to substitute for two types of kindergarten routes. One will be daily substitution; the other will be long term substitution.

A daily kindergarten route sign-up list, in seniority order, will be posted at both transportation facilities. Drivers and/or bus assistants wishing to substitute can sign up on a weekly basis. When a kindergarten driver and/or bus assistant informs the Supervisor of Transportation of his/her absence, their route will be assigned to the next available driver and/or bus assistant from this list.

If a driver and/or bus assistant is off for several days but calls in one day at a time, the same substitute driver and/or bus assistant will be used on that route.

When a driver and/or bus assistant takes an extended leave of 5 consecutive days or more, the route will be assigned to the next available driver and/or bus assistant from the long term kindergarten list. To be on this list, you must sign up online May 1st through May 15th and/or at the start of the school year (the first 2 weeks of school). The assigned driver and/or bus assistant will remain on that route until the regular driver and/or bus assistant returns to duty.

29.07 Drivers of school vehicles are subject to a criminal background check every two (2) calendar years and must submit an annual abstract of driving record. If a driver's license has been suspended, revoked, or confiscated by legal authorities, the employee must notify the Superintendent (or designee), within twenty-four (24) hours of the suspension, revocation, or confiscation. In addition, all drivers are subject to the provisions of the Board's School Transportation Services Policy EEA.

29.08 Any employee whose regular duties include driving a school bus will be terminated because of declaration of uninsurability by the Board's liability insurer, suspension or revocation of his/her license to drive, or any conviction (or guilty or no-contest plea) at any time in any Board or non-Board-owned vehicle for any one of the following offenses:

1. Aggravated vehicular homicide or vehicular homicide;
2. Operating a motor vehicle either:
 - a. while under the influence of alcohol and/or drugs or
 - b. with a legally prohibited concentration of such substance(s)

This Section shall not be effective as to any bargaining unit member continuously employed since before January 1, 2005 for any conviction (or guilty or no-contest plea) described above that is based upon operation of a motor vehicle occurring prior to that date.

29.09 In addition to being subject to Section 29.08 above, all persons driving a school bus who accumulate within a twenty-four (24) month period six (6) or more traffic points shall be suspended without pay until the point total is reduced to fewer than six (6) for the preceding twenty-four months, the Driver who accumulates eight (8) or more traffic points within a twenty-four (24) month period, or who has a six (6) traffic point conviction as verified by an

abstract driver record obtained through the bureau of motor vehicles, shall instead be terminated.

Article 30 – Bus Route Bidding

30.01 On the tenth (10th) day of classes for District students, the Supervisor of Transportation shall post all open regular routes, open kindergarten/pre-school routes, open mid-day routes and will provide the driver/bus assistant a copy of all routes up for bid. If the tenth (10th) day of classes is not a regularly scheduled work day for drivers/assistants, the next following scheduled work day for drivers/assistants will be used for this purpose. Shuttles shall be defined as any run during the school day that is less than forty-five (45) minutes and is not a field trip or kindergarten route/pre-school route. Shuttles may be assigned. All transportation runs during the school day that are not field trips or kindergarten/pre-school routes shall be mid-day routes and bid by seniority accordingly.

On the tenth (10th) day of classes for the District, the first round of bidding will be posted. Bids will be posted 6:00 am to 2:00 pm. At 2:00 pm, that same day, the bids will be awarded to the senior driver/assistants and the next round of bidding will be posted at 6:00 am on the second following workday. This process will continue until all bidding is complete.

30.02 At the end of the bidding, all open routes shall be assigned to new drivers/bus assistants.

30.03 Routes which open on or before May 1 during the school year shall be open to bidding by regular drivers/bus assistants on a seniority basis. Regular drivers/bus assistants may bid on said routes by completing and submitting the appropriate form to the Supervisor of Transportation within one (1) work day from the date of the posting of said route. Routes not filled according to the above procedure will be assigned to new drivers/bus assistants. Open routes will be filled within ten (10) work days following the last posting date, or at a time convenient to the employee and Board.

30.04 Routes which open after May 1 shall be offered to a substitute driver/bus assistants. However, all routes assigned in accordance with this Section shall be bid by seniority when vacancies are posted on the tenth (10th) day of classes during the following school year.

30.05 If an employee currently holds a two (2) hour driving/assistant assignment that, when combined with the employee's other assigned work, results in more than eight (8) hours of work per day, the employee shall not be restricted from bidding under this Section on a different assignment that becomes available if the hours of the different assignment are equal to the hours of the old assignment. A driver/bus assistant whose regularly assigned hours exceed eight (8) per day is not precluded from bidding on a route that would keep the employee on a regular schedule over eight (8) hours per day.

30.06 If an employee's kindergarten or other mid-day route is eliminated, he/she shall be allowed to bump the least senior kindergarten route driver/bus assistant.

30.07 A driver/bus assistant may bid on a regular route no more than two (2) times per school year (for this purpose, a route offered and declined constitutes one (1) bid).

Article 31 – Grievance Procedure

31.01 Purpose

1. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to grievances.
2. This procedure is available to all employees, and no reprisals shall be taken against any employee initiating or participating in the procedure.
3. Grievance proceedings shall be kept as informal and confidential as may be appropriate.
4. There shall be no disruption or withholding of services, individually or collectively, as a result of any grievance filed.

31.02 Definitions

1. A "Grievance" is defined as a complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement.
2. "Days" mean work days exclusive of Saturday, Sunday, and holidays.
3. "Grievant" is the person making the complaint and who is actually and directly aggrieved by the alleged violation, misinterpretation, or misapplication of this Agreement. No grievance initiated by the Union shall be processed beyond Level One unless the person actually and directly aggrieved by the alleged violation, misinterpretation, or misapplication supports and signs the grievance.
4. "Immediate Supervisor" means the person to whom the aggrieved person is directly responsible.

31.03 Party In Interest

1. The lodging of a grievance shall be the exclusive right of the individual employee. If more than one (1) employee is a grievant, each shall sign the grievance and the Union may process the grievance on behalf of all such persons.

31.04 Time Limits

1. The number of days indicated at each step of the procedure shall be the maximum.
2. If the grievant does not present a grievance within ten (10) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance shall be deemed settled on the basis of the disposition at that level and further appeal shall be barred.
4. If a grievance is not responded to within the time limits specified at any level of the procedure, the grievance may be appealed to the next level.
5. Any time limit may be extended or waived only upon mutual written consent of the parties.

31.05 Procedures

1. Level One

1.1 An employee shall present a written grievance to his/her immediate supervisor within the ten (10) day time limit set forth in 31.04, paragraph 2 above.

(a) The grievance shall be submitted on a standard form supplied by the Board, and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific Agreement provision allegedly violated, misinterpreted or misapplied and the relief sought.

(b) Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor, in conjunction with the Human Resources Director (or appropriate designee), shall meet with the grievant in an effort to resolve the grievance. The grievant shall be advised of the time, date, and place of the meeting, and shall have the right to be represented at such meeting by a Union representative.

1.2 The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the disposition section of the Grievance Report Form, and returning it to the grievant. At the same time, a copy of the grievance and the indicated disposition shall be forwarded to the Superintendent (or designee). The grievant's copy shall be either hand-carried, and delivery receipted, or sent by receipted, registered mail.

2. Level Two

2.1 If the Level One procedure does not resolve the grievance, the grievant shall have the right to request a hearing with the Superintendent (or designee). Such request must be made, in writing, within five (5) days from the date of the receipted reply of the indicated disposition mentioned in Level One.

(a) The requested hearing shall be conducted within five (5) days following the receipt of the written request by the Superintendent (or designee) unless both parties agree to a later date. The employee submitting the grievance shall be advised of the time, date, and place of the hearing, and shall have the right to be represented at such hearing by a Union representative.

2.2 The Superintendent (or designee) shall make a decision on the grievance within five (5) days after the conclusion of the hearing. The decision made by the Superintendent (or designee) and the reasons for the decision shall be reduced to writing and copies sent to the grievant, his/her immediate supervisor and to the Treasurer. The grievant's copy shall be either hand-carried and delivery receipted, or sent by receipted, registered mail.

3. Level Three

3.1 If the Level Two procedure does not resolve the grievance, the Union, within ten (10) days after the grievant receives the Level Two written disposition, may appeal the grievance to grievance mediation with the Federal Mediation and Conciliation Service (FMCS) with mutual agreement of the Board. The parties shall contact the local FMCS office and request the services of a mediator. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing to Step Four shall be stayed until the end of the grievance mediation session.

4. Level Four

4.1 If the Level Three procedure does not resolve the grievance, the Union, within ten (10) days of the grievance mediation session, may appeal the grievance to arbitration by giving written notice to the Superintendent (or designee). The Union and the Superintendent (or designee) shall jointly request the American Arbitration Association to submit a panel of arbitrators from which the Board and Union shall select an arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may request a second panel of arbitrators.

4.2 The arbitrator shall have no power to add to, subtract from, or modify or amend this Agreement and shall only have the authority to interpret the provisions of the Agreement as the same relate to the specific grievance appealed to arbitration. The decision of the arbitrator shall be final and binding. The arbitrator's award shall be in writing and a copy sent to both parties.

31.06 Miscellaneous

1. A grievant shall, after filing a formal grievance, be represented by the Union.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. The Union shall have the right to be present at the adjustment.
3. All grievances must be signed by the grievant or, if the grievance is a group grievance, by all grievants, or, in the case of a Local Union grievance, the Local Union President.

4. All documents, communications, and reports dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Unless otherwise mutually agreed, grievances may be processed and hearings may occur only at a time when affected employees are not on duty.
6. The administrative fee of the American Arbitration Association shall be paid by the parties in equal shares. The costs for the services of the arbitrator and the cost of any hearing room will be borne by the losing party. All other costs will be borne by the party incurring them.
7. Appeals of any disciplinary matters shall be taken exclusively through the provisions of this Article. Disciplinary reprimands may be issued by the employee's immediate supervisor or the Superintendent (or designee). Disciplinary suspensions may be issued by the Superintendent (or designee). A disciplinary termination of employment requires action by the Board.
8. At no time shall the same person hear the grievance at more than one (1) level, unless otherwise agreed to by the Union.

Article 32 – Wages and Payroll Data

- 32.01 Payday for employees shall be the fifteenth (15th) and the thirtieth (30th) day of the month except for February when the second pay shall be the last day.
- 32.02 Bus drivers shall be given, beginning with the last payroll in September of each year, a sheet showing basic payroll data. On succeeding paydays, when applicable, such employees shall receive a copy of the Treasurer's worksheet showing regular hours worked, overtime hours worked (field trips and dates taken) and other monies earned.
- 32.03 Each employee shall be paid at the appropriate hourly rate set forth in the attached schedules. If an employee transfers for any reason from one (1) classification to another, the employee will be placed at Step 1 of the new classification unless such placement would result in a lower hourly wage rate, in which case the employee will be placed at the Step applicable to the new classification that yields a rate closest to, but not above, the employee's current rate; in no event, however, will the employee be placed at a higher Step than the Step at which the employee was placed in the prior classification.
- 32.04 New employees shall be granted no more than ten (10) years of service credit of previous work experience for initial placement on the appropriate wage schedule. The Board shall make such placement upon the recommendation of the Superintendent (or designee).

32.05 In addition to the wages set forth in the attached schedules, regular employees who work an entire school year (September 1 to August 31) without using sick leave and/or emergency leave shall be paid a perfect attendance stipend as follows:

Employees who work 1600 hours or more per year:	\$500.00
Employees who work less than 1600 hours per year:	\$250.00

32.06 Direct Deposit of Payroll

1. The Board shall provide for the electronic funds transfer (direct deposit) of payroll to an employee's banking institution for all employees.
 - a. The District will maintain an EFT agreement with one banking institution acting as a clearinghouse for all other banks and financial institutions.
 - b. Direct deposit shall not be made available to employees choosing to banking at institutions not on an approved list provided by the clearinghouse.
2. Employees shall be responsible for completing all authorizing documents allowing for the direct deposit of payroll.
 - a. Authorization forms shall be made available at the office of the Treasurer.
 - b. Authorization forms must be submitted to the payroll clerk no later than one month prior to the pay date the employee wishes direct deposit to commence.
 - c. Employees may designate one banking institution per year for direct deposit of payroll funds.
 - d. Direct deposit shall be a continuous process, or until such time as an employee cancels direct deposit or designates a new banking institution.
3. Each payroll, participating employees shall be provided with a notification of direct deposit, in lieu of a regular payroll check. This notification shall provide the employee with current information normally located on the paycheck stub.
4. Direct deposit shall not commence until such time that (1) all agreements with data processing and the clearinghouse bank are satisfied; and (2) all necessary forms and documents necessary for the administration of this program become available.
5. The District, Board, Administration, or any employee involved in the preparation of payroll, shall be held harmless against any claim arising from errors and omissions caused by the clearinghouse bank or the individual member's personal bank receiving funds.

32.07 Upon written authorization to the Treasurer, an employee may by payroll deduction purchase service credit for purposes authorized under Chapter 3309 of the Ohio Revised Code, provided that deduction shall be made only as permitted by regulations of the Internal Revenue Service

and when the Union notifies the Treasurer in writing that SERS will accept payment by means of such deduction.

32.08 Board will continue to make longevity payments as follows:

Longevity Payments:	<u>Years of Service</u>	<u>18 Years</u>	<u>23 Years</u>
	9 month employee	\$400	\$450
	10 month employee	\$425	\$475
	12 month employee	\$475	\$525

32.09

1. Effective 2018-2019 all members of the bargaining unit shall receive a two percent (2%) wage increase.
2. Effective 2019-2020 all members of the bargaining unit shall receive a two percent (2%) wage increase.
3. Effective 2020-2021 all members of the bargaining unit shall receive a two percent (2%) wage increase.

Article 33 – SERS Pickup

33.01 For purposes of this Article, total annual pay and wages per pay period for each employee shall be the wages otherwise payable under this Agreement and applicable Board policies. The total annual pay and wages per pay period of each employee shall be payable by the Board in two parts: (1) deferred pay and (2) cash pay. An employee's deferred pay shall be equal to that percentage of said employee's total annual pay or wages per pay period which is required from time to time by the School Employees Retirement System ("SERS") to be paid as an employee contribution by said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash pay shall be equal to said employee's total annual total pay or wages 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 employees total annual wages otherwise payable under this Agreement and applicable Board policies (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.

33.02 The Board shall compute and remit its employer contributions to SERS based upon total annual pay, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total pay for the year less the amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total pay for the year, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

33.03 The pickup shall be included in the employee's total pay for the purpose of computing hourly rate of pay, daily rate of pay, for determining payroll adjustments to be made due to absence, or for any other similar purpose.

Article 34 – Smoke/Tobacco Free Environment

34.01 In light of the health risks associated with the use of tobacco products, the need for a comfortable work environment, and the fact that all school employees are role models for students, the Board is committed to a tobacco-free environment in all District-owned or leased buildings and vehicles and on District property. The Board encourages employees who currently smoke to use the smoking cessation program made available to employees by the Board at no cost to employees. The program will be designed in conjunction with the Board's health insurance third-party administrator (currently AETNA) which will include counseling, nicotine replacement and/or prescription drugs. Effective July 1, 2014, smoking or any other use of tobacco products (including tobacco lookalike products) is prohibited in all District-owned or leased buildings and vehicles and on District property. Until July 1, 2014, employees may smoke only in the area designated by the Administration and only during meal or break time.

Article 35 – Layoff and Recall

35.01 If the Board in its sole discretion determines it is necessary to reduce the number of employees in a job classification because of abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff. Part-time, substitute, seasonal and casual employees may be laid off for the reasons set forth above, but are not subject to the provisions of Sections 35.02 through 35.11 below. This procedure shall supersede Sections 124.321 to 124.327 of the Ohio Revised Code and the Rules of the Hilliard Civil Service Commission.

35.02 The number of employees affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.

35.03 Whenever it is necessary to lay off full-time employees for reasons set forth above, employees shall be laid off in the order of job classification seniority with the least senior employee laid off first. For the purpose of this Article, "job classification seniority" shall be defined as set forth in Article 15.

35.04 The job classifications to be used in the event of a layoff are those set forth in Article 2, 2.01. The Board shall determine in which classification any layoff shall occur and the number of employees to be laid off. Probationary employees shall be laid off before permanent employees. The Superintendent (or designee) shall, ten (10) calendar days prior to the effective date of the layoff, post in a conspicuous place a list of the names, seniority dates and classifications of the employees to be laid off.

35.05 An employee in one (1) classification may not displace an employee in another classification unless: (1) the employee has passed a civil service examination (and placed in the top ten (10)) for the position if the position is covered by civil service and is qualified for the position if it is not covered by civil service, and; (2) has greater District seniority than the employee to be displaced and; (3) notifies the Superintendent (or designee) of his/her intention to exercise displacement rights within three (3) calendar days of posting. Each employee to be laid off

shall be notified in writing of the reason(s) for the layoff, the effective date of the lay-off and his/her recall rights under Sections 35.06 and 35.07.

- 35.06 The Superintendent (or designee) shall prepare a reinstatement list for any classification in which a layoff occurs. Employees who are laid off pursuant to this Article shall be recalled in the order of classification seniority to positions within the classification. Permanent employees shall be reinstated before probationary employees.
- 35.07 An employee who is laid off shall remain on the recall list for one (1) year unless he/she waives recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within fourteen (14) calendar days after written notice of recall is sent by certified mail. The employee is responsible for notifying the Board of his/her current address. The Board has complied with this provision when it sends notice of recall to that address. If recalled from layoff, an employee shall retain all previously accumulated seniority, but time spent on layoff shall not count as experience for pay purposes.
- 35.08 The Board may deviate from seniority when necessary to meet the requirements of State or Federal laws or regulations which cannot be superseded by this Article or to retain critical job skills.
- 35.09 This Article shall not apply to decreases in hours within an employee's workweek. The Board retains the right to increase or decrease the hours worked by any employee in accordance with Article 27, Section 27.01, Paragraph 1.
- 35.10 Work performed by bargaining unit members within a classification affected by a layoff shall not be subcontracted while there are employees on the layoff list capable of performing the work to be subcontracted.
- 35.11 There shall be no layoff of bargaining unit employees due to subcontracting bargaining unit work.

Article 36 – Retire/Rehire

- 36.01 Board at its discretion may rehire a former employee who previously retired from the District.
 - 36.02 Any employee who retires and is subsequently rehired will be placed at Step 5 on the applicable wage schedule. If reemployed following the initial year of reemployment, the employee will receive Step increments in accordance with normal practice.
 - 36.03 Any employee who retires and is subsequently rehired will be placed at the bottom of the applicable seniority list, but will thereafter accrue seniority. However, in the event of a layoff the employee will be laid off first before any other employee in the applicable classification.
 - 36.04 The employment of any employee rehired under this Article will automatically terminate at the end of that school year unless the Board reappoints the employee for the following school year. The employment of such a reappointed employee will similarly automatically terminate
-

at the end of the school year unless the Board reappoints the employee for the following school year.

- 36.05 Nothing in this Article alters the Board's obligation to comply with Section 3309.345 of the Ohio Revised Code if a retired employee is rehired for the same position. A rehired employee is not subject to any testing requirement under Article 15, Section 15.03 of this Agreement or otherwise.

Article 37 – Labor Management Committee

There shall be a Labor Management committee consisting of one (1) member appointed by the Union from each classification and five (5) members of the Board and Administration. For the purpose of this Article only, assistants shall be considered a single classification. The committee ordinarily shall meet at least four (4) times per year, but may meet more or less frequently if both parties agree. The committee shall discuss matters of mutual concern. All items to be discussed shall be submitted at least five (5) workdays prior to the meeting date. All meetings shall be held on non-working time.

Article 38 – Health and Safety

- 38.01 The Union shall appoint up to three (3) employees to the District's Health and Safety Committee which will meet on an as-needed basis to address occupational health and safety concerns. If the Union appointed members of the Committee unanimously requests a meeting, a meeting will be called as soon as reasonably possible. An employee's service on the Committee is voluntary and will not be paid. Meetings will be scheduled so as to minimize disruption of an employee's normal work schedule; when conflicts as to work schedules are unavoidable, affected employees will receive release time with no loss in pay.
- 38.02 Any dispute regarding occupational safety and health shall be handled under the provisions of Chapter 4167 of the Ohio Revised Code and shall not be reviewable under the grievance procedure appearing in Article 31 of this Agreement.

Article 39 – Union Rights

- 39.01 The Local Union President, or his/her designated representative, may be allowed to use school buildings to conduct meetings provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed.
- 39.02 The Local Union President, or his/her designated representative, may transact official business on school property provided that it does not interfere with or interrupt normal school operations.
- 39.03 Union representatives may use school equipment normally used by members of the bargaining unit provided that such use does not interfere with or interrupt normal school operations. Other equipment may be used with the approval of the administrator responsible

for such equipment. The Union and the Union representative shall be responsible for any damages caused to the equipment while in their possession. The use of school equipment shall be in accordance with the appropriate building procedures. The Union shall reimburse the Board for the cost of any supplies it uses.

- 39.04 The Union agrees to reimburse the Board for any damages to equipment caused by or during Union use of Board property or equipment. The Union further agrees to be responsible for any injuries caused by negligent Union use of Board property or equipment.
- 39.05 The Union may use designated bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities and matters of concern on such boards. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall not be deemed a violation of this provision.
- 39.06 Union representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Union shall be responsible for all materials as to quantity and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Distribution of a notice of a legal strike shall not be deemed a violation of this provision.
- 39.07 With as much advance notice as possible, the Local Union President or his/her designee shall be notified of the time, date, and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with or as soon as possible after such notification.
- 38.08 The Local Union President shall be provided with ten (10) copies of the District's staff directory at the time it is normally distributed each school year.
- 39.09 The Local Union President or his/her designee shall be provided copies of the following information/data:
1. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).
 2. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board Treasurer.
 3. A copy of the Proposed Budget when distributed in the Board agenda.
 4. A copy of the Official Budget when adopted by the Board.
 5. A complete copy of the Treasurer's Fiscal Year-End Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous fiscal year.

6. Board Agenda and Treasurer's Report inclusive of all exhibits and addenda, except those items that are confidential in nature.

39.10 The Board shall supply the Union with a list of new employees monthly, the list shall include:

1. Name of new employee
2. The date of hire
3. Classification
4. Job location

In January and June a complete updated employee listing shall be sent to the Union.

1. Each new employee shall be given the information packet provided by the Union at the time of hire.
2. The Treasurer shall begin to deduct dues or fair share on all employees at the end of their probationary period.

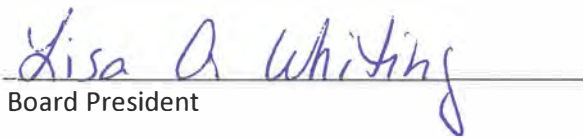
Article 40 – Duration of Contract

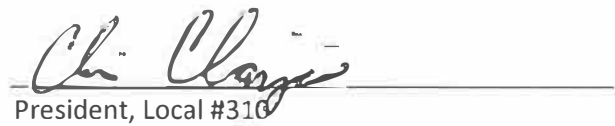
As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated by reference as part of this Agreement. This provision will become inoperative if Section 3302.10 is repealed; if Section 3302.10 is amended the parties' representatives will promptly meet and confer on what action is needed, if any, to comply with such amendment.

This Agreement shall be effective at 12:01 a.m. on July 1, 2018, and shall continue in full force and effect through midnight June 30, 2021.

Hilliard City School District
Board of Education

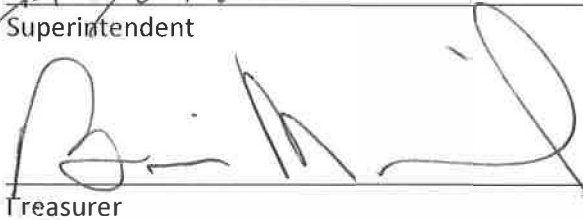
Ohio Association of Public School Employees
(OAPSE/AFSCME LOCAL 4/AFLCIO)
and it's Local #310

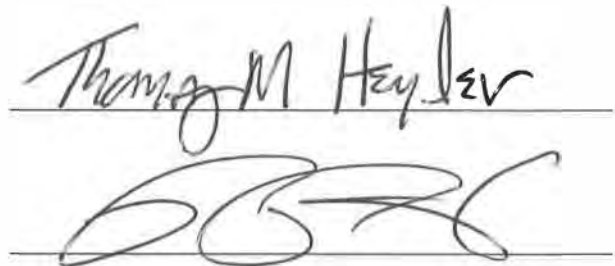

Board President

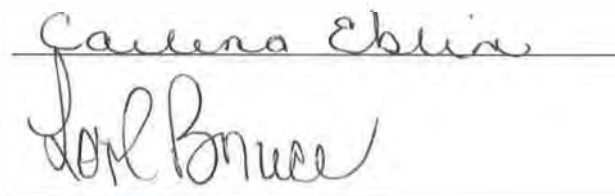

President, Local #310


Superintendent

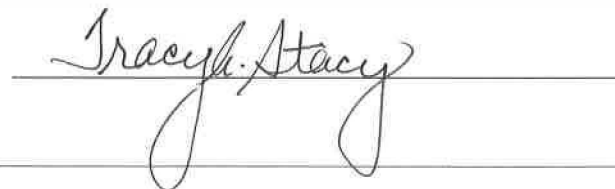

OAPSE Director of Education


Treasurer









Effective 2018/2019 School Year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
Bus Driver	21.73	22.03	22.32	22.63	22.94	23.26	23.54	23.86	24.15	24.47	24.78	25.07	25.39	25.66	25.99	25.99	25.99	25.99	25.99	25.99	25.99	25.99
Mechanic	22.24	22.55	22.85	23.15	23.45	23.77	24.07	24.39	24.66	24.98	25.29	25.59	25.91	26.20	26.52	26.52	26.52	26.52	26.52	26.52	26.52	26.52
Bus Dispatcher	21.24	21.54	21.84	22.16	22.45	22.74	23.06	23.37	23.68	23.98	24.29	24.58	24.91	25.17	25.51	25.51	25.51	25.51	25.51	25.51	25.51	25.51
Bus Assistant	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27
Secretary	18.00	18.50	19.00	19.50	20.00	20.50	21.24	21.54	21.84	22.16	22.45	22.74	23.06	23.37	23.68	23.98	24.29	24.58	24.91	25.17	25.51	25.51
Maintenance	22.24	22.55	22.85	23.15	23.45	23.77	24.07	24.39	24.66	24.98	25.29	25.59	25.91	26.20	26.52	26.52	26.52	26.52	26.52	26.52	26.52	26.52
HVAC Technician	22.97	23.67	24.36	25.02	25.69	26.42	27.09	27.76	28.46	29.16	29.84	30.51	31.21	31.92	32.57	32.57	32.57	32.57	32.57	32.57	32.57	32.57
Custodian	17.50	18.00	18.50	19.00	19.50	20.00	20.67	20.99	21.29	21.61	21.89	22.22	22.52	22.83	23.11	23.41	23.75	24.05	24.36	24.63	24.95	24.95
Ground/Stadium Custodian	17.50	18.00	18.50	19.00	19.50	20.00	20.67	20.99	21.29	21.61	21.89	22.22	22.52	22.83	23.11	23.41	23.75	24.05	24.36	24.63	24.95	24.95
Small Engine Repair Mechanic	22.24	22.55	22.85	23.15	23.45	23.77	24.07	24.39	24.66	24.98	25.29	25.59	25.91	26.20	26.52	26.52	26.52	26.52	26.52	26.52	26.52	26.52
Van Driver	16.55	17.06	17.60	18.14	18.70	19.28	19.87	20.18	20.47	20.78	21.08	21.39	21.71	22.00	22.30	22.60	22.92	23.24	23.50	23.84	24.13	24.13
Nurse/Clerical Assistant	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27
Occup Therapy Assistant	22.07	22.74	23.43	24.13	24.82	25.51	26.19	26.87	27.57	28.24	28.92	29.61	30.32	30.99	31.66	31.66	31.66	31.66	31.66	31.66	31.66	31.66
Media Assistant	16.50	17.00	17.50	18.00	18.50	19.00	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27
Intervention Assistant	16.50	17.00	17.50	18.00	18.50	19.00	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27
Attendance Assistant	16.50	17.00	17.50	18.00	18.50	19.00	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27
Educ Assistant (Hall Monitor)	16.50	17.00	17.50	18.00	18.50	19.00	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27
Educ Assistant (TOR)	16.50	17.00	17.50	18.00	18.50	19.00	19.96	20.29	20.59	20.89	21.21	21.50	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.27
Account Clerk	18.00	18.50	19.00	19.50	20.00	20.75	21.82	22.14	22.42	22.72	23.02	23.35	23.64	23.95	24.27	24.55	24.89	25.15	25.48	25.77	26.07	26.07
Print Shop Operator	16.50	17.00	17.50	18.00	18.50	19.00	19.87	20.18	20.47	20.78	21.09	21.39	21.71	22.00	22.30	22.60	22.92	23.24	23.50	23.84	24.13	24.13
Web Designer/Developer	33.34	33.92	34.49	35.04	35.61	36.18	36.76	37.31	37.89	38.43	39.02	39.58	40.15	40.73	41.30	41.30	41.30	41.30	41.30	41.30	41.30	41.30
Project Mgr/Appl Developer	29.33	30.02	30.71	31.40	32.08	32.75	33.47	34.16	34.81	35.52	36.20	36.87	37.60	38.25	38.94	38.94	38.94	38.94	38.94	38.94	38.94	38.94
Systems Manager	31.68	32.45	33.18	33.93	34.69	35.41	36.15	36.89	37.64	38.37	39.14	39.87	40.62	41.35	42.10	42.10	42.10	42.10	42.10	42.10	42.10	42.10
Help Desk/Network Technician	24.64	25.45	26.19	26.98	27.73	28.49	29.27	30.02	30.81	31.58	32.34	33.12	33.87	34.64	35.41	35.41	35.41	35.41	35.41	35.41	35.41	35.41
Technology Technician	22.03	22.71	23.39	24.08	24.78	25.47	26.14	26.81	27.52	28.19	28.89	29.57	30.25	30.95	31.62	31.62	31.62	31.62	31.62	31.62	31.62	31.62

SHIFT DIFFERENTIAL OF \$0.30 ADDED TO AN INDIVIDUAL HOURLY RATE WHEN THE REGULAR WORK SCHEDULE IS OTHER THAN FIRST SHIFT

Effective 2019/2020 School Year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21		
Bus Driver	22.16	22.47	22.76	23.09	23.40	23.72	24.01	24.33	24.64	24.96	25.27	25.57	25.90	26.18	26.51	26.51	26.51	26.51	26.51	26.51	26.51	26.51	
Mechanic	22.68	23.00	23.30	23.62	23.92	24.24	24.55	24.88	25.16	25.48	25.79	26.10	26.43	26.73	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05
Bus Dispatcher	21.66	21.97	22.27	22.61	22.90	23.19	23.52	23.84	24.16	24.46	24.77	25.07	25.41	25.68	26.02	26.02	26.02	26.02	26.02	26.02	26.02	26.02	26.02
Bus Assistant	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75	24.75	24.75	24.75	24.75	24.75	24.75	24.75	24.75
Secretary	18.36	18.87	19.38	19.89	20.40	20.91	21.66	21.97	22.27	22.61	22.90	23.19	23.52	23.84	24.16	24.46	24.77	25.07	25.41	25.68	26.02		
Maintenance	22.68	23.00	23.30	23.62	23.92	24.24	24.55	24.88	25.16	25.48	25.79	26.10	26.43	26.73	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05
HVAC Technician	23.43	24.15	24.84	25.52	26.21	26.95	27.63	28.32	29.03	29.75	30.43	31.12	31.84	32.55	33.22	33.22	33.22	33.22	33.22	33.22	33.22	33.22	33.22
Custodian	17.85	18.36	18.87	19.38	19.89	20.40	21.08	21.41	21.71	22.05	22.33	22.66	22.97	23.28	23.58	23.88	24.22	24.53	24.84	25.13	25.45		
Ground/Stadium Custodian	17.85	18.36	18.87	19.38	19.89	20.40	21.08	21.41	21.71	22.05	22.33	22.66	22.97	23.28	23.58	23.88	24.22	24.53	24.84	25.13	25.45		
Small Engine Repair Mechanic	22.68	23.00	23.30	23.62	23.92	24.24	24.55	24.88	25.16	25.48	25.79	26.10	26.43	26.73	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05
Van Driver	16.89	17.41	17.95	18.50	19.07	19.66	20.27	20.58	20.88	21.19	21.51	21.82	22.14	22.44	22.74	23.06	23.38	23.70	23.97	24.31	24.62		
Nurse/Clerical Assistant	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75	24.75	24.75	24.75	24.75	24.75	24.75	24.75	24.75
Occup Therapy Assistant	22.51	23.19	23.90	24.62	25.31	26.02	26.72	27.40	28.12	28.81	29.50	30.20	30.93	31.61	32.29	32.29	32.29	32.29	32.29	32.29	32.29	32.29	32.29
Media Assistant	16.83	17.34	17.85	18.36	18.87	19.38	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75		
Intervention Assistant	16.83	17.34	17.85	18.36	18.87	19.38	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75		
Attendance Assistant	16.83	17.34	17.85	18.36	18.87	19.38	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75		
Educ Assistant (Hall Monitor)	16.83	17.34	17.85	18.36	18.87	19.38	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75		
Educ Assistant (TOR)	16.83	17.34	17.85	18.36	18.87	19.38	20.36	20.69	21.01	21.31	21.63	21.93	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75		
Account Clerk	18.36	18.87	19.38	19.89	20.40	21.17	22.25	22.59	22.87	23.17	23.48	23.81	24.12	24.43	24.75	25.04	25.39	25.66	25.99	26.28	26.59		
Print Shop Operator	16.83	17.34	17.85	18.36	18.87	19.38	20.27	20.58	20.88	21.19	21.52	21.82	22.14	22.44	22.74	23.06	23.38	23.70	23.97	24.31	24.62		
Web Designer/Developer	34.01	34.59	35.18	35.74	36.32	36.90	37.50	38.06	38.65	39.20	39.80	40.37	40.95	41.54	42.13	42.13	42.13	42.13	42.13	42.13	42.13	42.13	42.13
Project Mgr/Appl Developer	29.91	30.62	31.33	32.02	32.72	33.41	34.14	34.84	35.51	36.23	36.92	37.61	38.35	39.02	39.72	39.72	39.72	39.72	39.72	39.72	39.72	39.72	39.72
Systems Manager	32.31	33.10	33.84	34.60	35.38	36.12	36.87	37.63	38.39	39.14	39.92	40.67	41.43	42.18	42.94	42.94	42.94	42.94	42.94	42.94	42.94	42.94	42.94
Help Desk/Network Technician	25.14	25.96	26.72	27.52	28.29	29.06	29.86	30.62	31.43	32.21	32.99	33.78	34.55	35.33	36.12	36.12	36.12	36.12	36.12	36.12	36.12	36.12	36.12
Technology Technician	22.47	23.16	23.86	24.56	25.27	25.98	26.67	27.34	28.07	28.76	29.46	30.16	30.86	31.57	32.25	32.25	32.25	32.25	32.25	32.25	32.25	32.25	32.25

SHIFT DIFFERENTIAL OF \$0.30 ADDED TO AN INDIVIDUAL HOURLY RATE WHEN THE REGULAR WORK SCHEDULE IS OTHER THAN FIRST SHIFT

Effective 2020/2021 School Year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
Bus Driver	22.60	22.92	23.22	23.55	23.87	24.20	24.49	24.82	25.13	25.46	25.78	26.08	26.41	26.70	27.04	27.04	27.04	27.04	27.04	27.04	27.04	27.04
Mechanic	23.13	23.46	23.77	24.09	24.40	24.73	25.04	25.37	25.66	25.99	26.31	26.63	26.95	27.26	27.59	27.59	27.59	27.59	27.59	27.59	27.59	27.59
Bus Dispatcher	22.09	22.41	22.72	23.06	23.36	23.65	23.99	24.31	24.64	24.95	25.27	25.58	25.91	26.19	26.54	26.54	26.54	26.54	26.54	26.54	26.54	26.54
Bus Assistant	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25	25.25	25.25	25.25	25.25	25.25	25.25
Secretary	18.73	19.25	19.77	20.29	20.81	21.33	22.09	22.41	22.72	23.06	23.36	23.65	23.99	24.31	24.64	24.95	25.27	25.58	25.91	26.19	26.54	26.54
Maintenance	23.13	23.46	23.77	24.09	24.40	24.73	25.04	25.37	25.66	25.99	26.31	26.63	26.95	27.26	27.59	27.59	27.59	27.59	27.59	27.59	27.59	27.59
HVAC Technician	23.90	24.63	25.34	26.03	26.73	27.49	28.19	28.89	29.61	30.34	31.04	31.74	32.47	33.21	33.88	33.88	33.88	33.88	33.88	33.88	33.88	33.88
Custodian	18.21	18.73	19.25	19.77	20.29	20.81	21.50	21.84	22.15	22.49	22.77	23.11	23.43	23.75	24.05	24.35	24.70	25.02	25.34	25.63	25.96	25.96
Ground/Stadium Custodian	18.21	18.73	19.25	19.77	20.29	20.81	21.50	21.84	22.15	22.49	22.77	23.11	23.43	23.75	24.05	24.35	24.70	25.02	25.34	25.63	25.96	25.96
Small Engine Repair Mechanic	23.13	23.46	23.77	24.09	24.40	24.73	25.04	25.37	25.66	25.99	26.31	26.63	26.95	27.26	27.59	27.59	27.59	27.59	27.59	27.59	27.59	27.59
Van Driver	17.22	17.75	18.31	18.87	19.45	20.06	20.67	20.99	21.30	21.62	21.94	22.25	22.58	22.89	23.20	23.52	23.85	24.17	24.45	24.80	25.11	25.11
Nurse/Clerical Assistant	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25	25.25	25.25	25.25	25.25	25.25	25.25
Occup Therapy Assistant	22.96	23.65	24.38	25.11	25.82	26.54	27.25	27.95	28.68	29.38	30.09	30.81	31.55	32.24	32.94	32.94	32.94	32.94	32.94	32.94	32.94	32.94
Media Assistant	17.17	17.69	18.21	18.73	19.25	19.77	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25
Intervention Assistant	17.17	17.69	18.21	18.73	19.25	19.77	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25
Attendance Assistant	17.17	17.69	18.21	18.73	19.25	19.77	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25
Educ Assistant (Hall Monitor)	17.17	17.69	18.21	18.73	19.25	19.77	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25
Educ Assistant (TOR)	17.17	17.69	18.21	18.73	19.25	19.77	20.77	21.11	21.43	21.73	22.06	22.37	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.25
Account Clerk	18.73	19.25	19.77	20.29	20.81	21.59	22.70	23.04	23.33	23.63	23.95	24.29	24.60	24.92	25.25	25.54	25.89	26.17	26.51	26.81	27.12	27.12
Print Shop Operator	17.17	17.69	18.21	18.73	19.25	19.77	20.67	20.99	21.30	21.62	21.95	22.25	22.58	22.89	23.20	23.52	23.85	24.17	24.45	24.80	25.11	25.11
Web Designer/Developer	34.69	35.29	35.88	36.45	37.05	37.64	38.25	38.82	39.42	39.99	40.59	41.17	41.77	42.37	42.97	42.97	42.97	42.97	42.97	42.97	42.97	42.97
Project Mgr/Appl Developer	30.51	31.23	31.95	32.66	33.37	34.08	34.82	35.54	36.22	36.95	37.66	38.36	39.12	39.80	40.52	40.52	40.52	40.52	40.52	40.52	40.52	40.52
Systems Manager	32.96	33.76	34.52	35.30	36.09	36.85	37.61	38.38	39.16	39.92	40.72	41.48	42.26	43.02	43.80	43.80	43.80	43.80	43.80	43.80	43.80	43.80
Help Desk/Network Technician	25.64	26.48	27.25	28.07	28.85	29.64	30.46	31.23	32.06	32.85	33.65	34.46	35.24	36.04	36.85	36.85	36.85	36.85	36.85	36.85	36.85	36.85
Technology Technician	22.92	23.62	24.33	25.06	25.78	26.50	27.20	27.89	28.63	29.33	30.05	30.76	31.48	32.20	32.90	32.90	32.90	32.90	32.90	32.90	32.90	32.90

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