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MASTER AGREEMENT

BETWEEN

**HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, LOCAL #468**

AUGUST 1, 2020 THROUGH JULY 31, 2022

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**ARTICLE 1
STATEMENT**

The Board of Education of the City of Hamilton, Butler County, State of Ohio, recognizes and respects the rights of its employees to belong to and be represented by an organization of their choice.

**ARTICLE 2
RECOGNITION**

Ohio Council 8, American Federation of State, County and Municipal Employees AFL-CIO and Local 468, American Federation of State, County and Municipal Employees, AFL-CIO (herein called "AFSCME") are deemed certified collective bargaining agents.

Since AFSCME achieved deemed certified status, new classifications have been created and job titles changed. The Employer therefore recognizes AFSCME in the following unit, which shall be considered the deemed certified unit:

Included:

All full-time and long-term substitute employees employed in the Building and Grounds and Food Service Departments. Long-term substitute employees shall be considered included in the bargaining unit who have been employed in the same position for a period of sixty (60) consecutive school days, on the sixty-first (61st) day of employment.

Excluded:

All supervisors including the Heating Supervisor, Maintenance Supervisor, Custodial Supervisor and substitutes.

**ARTICLE 3
EXCLUSION FROM CIVIL SERVICE COMMISSION**

AFSCME and the Board hereby agree that the Hamilton Civil Service Commission will not have jurisdiction over bargaining unit employees.

**ARTICLE 4
NON-DISCRIMINATION**

Section 1 The Board and the Union recognize and agree their respective responsibilities under Federal and State Civil Rights Law, Fair Employment Practice Acts and other similar Constitutional and statutory requirements where applicable, both the Board and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or physical disability. For the purposes of this Article, any form of sexual harassment shall be considered sex discrimination.

Section 2 There shall be no discrimination toward employees by virtue of participation or nonparticipating in Union affair.

ARTICLE 5 NEGOTIATIONS

PROCEDURE

- Section 1 The Board or its representatives and the Union negotiating committee, hereafter referred to as the Committee, shall meet to negotiate in good faith all items pertaining to wages, hours and other terms and working-conditions of employment.
- Section 2 The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Board and the Union agree that there will be no interruption of the school program pertaining to wages, hours or other terms and conditions of employment until all of the negotiating procedures as prescribed in this Agreement have been followed.

GOOD FAITH

- Section 3 Good faith involves willingness on the part of both the Board and Union to meet and confer with respect to issue or issues involved. Collective Bargaining implies a give and take process and all must have a sincere intention and a “will to agree” attitude.

DIRECTING REQUESTS

- Section 4 The requesting party shall serve a NOTICE TO NEGOTIATE to the Superintendent, Assistant Superintendent of HR, Counsel 8 representative and President, as applicable, and file a copy of the NOTICE with the State Employment Relations Board (SERB).
- Section 5 Within 14 days of the service of the Notice to Negotiate, representatives from both parties shall hold a planning meeting to discuss the style of bargaining, date(s) and length of the bargaining session(s). The agreements reached during this planning meeting shall be reduced to writing and signed by a representative from both parties.
- Section 6 At the initial bargaining session, the parties shall exchange written, comprehensive proposals/issues. Other proposals may be added after the first meeting with mutual consent of both parties.
- Section 7 Further meetings shall be scheduled at or before each meeting at a time and date agreeable to the parties.
- Section 8 Prior to the conclusion of any meeting, the parties shall initial all items agreed upon, and shall agree on the agenda for the next scheduled meeting.
- Section 9 Meetings shall be scheduled to interfere the least with school schedules. However, when necessary, members of the committee shall be released from school duties without loss of pay to attend these meetings when the absence is approved by the Superintendent or his/her designee. (Employee shall be informed of the designee if one is appointed.)

Section 10 Meetings shall be held at a Board facility whenever possible or at any other mutually agreeable location.

REPRESENTATION

Section 11 The Board shall designate its representatives to meet with the Union Committee. The Union shall designate no more than six (6) employee representatives plus the Union President and Union Staff Representative of the Local Union to meet with the Committee from the Board. The six (6) employees shall consist of one (1) custodian, one (1) janitor, one (1) skilled trade employee, one (1) manager, one (1) cook, one (1) general worker or one (1) maintenance worker.

ASSISTANCE

Section 12 Either party may use an outside consultant to address a matter under negotiation. Prior to doing so, the requesting party shall notify the other party of the planned presence of their consultant. All expenses of the consultants shall be borne by the requesting party.

Upon request of either party, the meeting shall be recessed to permit the requesting parties a reasonable period to caucus.

INFORMATION

Section 13 Both parties acknowledge their obligation to provide a requesting party with information and documents pertinent to the matters subject to negotiation.

PROGRESS REPORTS

Section 14 Periodic official progress reports may be made to the individuals and entities represented by each team.

AGREEMENT

Section 15 When tentative agreement is reached, all agreements shall be reduced to writing and submitted for a vote first by membership of the Union and then by the Board. Once approved, the Agreement shall be signed by the designated representatives of both parties, and a fully-executed Agreement shall then be filed with SERB.

Section 16 All employees, within the Bargaining unit, shall be entitled to all provisions of the agreement without discrimination.

DISAGREEMENT

Section 17 The parties shall utilize the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

**ARTICLE 6
GRIEVANCE PROCEDURE**

Section 1 The grievance procedure may be used by any employee in the bargaining unit. A grievance is defined as a dispute an employee or group of employees may have with the Board relating to the misinterpretation, misapplication or alleged violation of the express terms of the Agreement, or the discipline or discharge of an employee. A grievance from a group of employees must have arisen out of identical factual circumstances affecting each member of said group to constitute a group grievance. The union shall select one spokesperson to represent employees who have signed a group grievance at steps A-C of the grievance procedure.

Section 2 Employees and groups of employees have the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as a representative of the Union has the opportunity to be present at the adjustment.

Section 3 An employee who has a grievance shall have the right to a union steward, union field representative, and union officer at the grievance hearing at any step of the grievance procedure. In group grievances, the individual selected to act as spokesperson, the steward and president or his designee shall have the right to be present at all hearings. The Board shall be represented by the individual hearing the grievance, the principal if he/she is involved in the grievance and the appropriate director. Other employees and witnesses for the union and/or the Board affected by the group grievance shall only be present at grievance hearings if called upon to provide information pertaining to the grievance and shall only be present while providing information. The union field representative and/or Board Legal Counsel shall also have the right to be present at any hearing through the grievance procedure. Additional persons may be asked to be present at any grievance hearing by mutual agreement between the employee or group of employees and the Board's representative directly involved at that step.

Section 4 A hearing will be held prior to the Administrator's decision at Steps A, B, and C, unless waived, in writing, by the grievant and/or the Union. All grievances pertaining to employee discipline shall start at Step B.

Section 5 The word "days" when used in this Article shall mean workdays except Section 8, Step C shall mean calendar days.

Section 6 An earnest effort shall be made to adjust grievances promptly in the following manner and order:

Step A - Supervisor

Any employee having a grievance must reduce the grievance to writing on a form provided by the union. The form shall specify the provisions of the Collective Bargaining Agreement, which are alleged to have been violated, misinterpreted or misapplied. The grievance must then be presented by the employee, together with the steward of the union if he wishes, to the appropriate supervisor within ten (10) working days. The appropriate supervisor shall render a decision in writing within

ten (10) working days. If a formal hearing is held, the appropriate supervisor shall communicate the decision in writing to the employee within ten (10) working days of the conclusion of the hearing.

Section 7 Step B - Assistant Superintendent

If the aggrieved employee is not satisfied with the decision of the appropriate supervisor, the written grievance with this answer may then be presented by the employee and/or his representative of the union to the Assistant Superintendent for Human Resources within 10 working days of the decision at Step A. A decision shall be rendered by the Assistant Superintendent in writing within ten (10) working days if a formal hearing is held, the Assistant Superintendent, or his designee, shall communicate his decision in writing to the employee within ten (10) working days of the conclusion of the hearing.

If the grievance is not resolved at Step B, the grievance may be submitted to grievance mediation through Article 6, Section 14 if mediation is requested.

Section 8 Step C - Arbitration

A grievance may be submitted to arbitration by the Union within thirty (30) days after the answer from the Assistant Superintendent for Human Resources (Step B) has been received or within thirty (30) days of the completion of grievance mediation, subject to the following principles and procedures:

- A. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Union by the American Arbitration Association or the Federal Mediation and Conciliation Service FMCS.
- B. It is the duty of the arbitrator to hear both parties of the dispute, draw conclusions, and make recommendations to the parties which will be binding on all affected.
- C. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and Appendixes as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby. (Except to the extent necessary to determine his jurisdiction).
- D. All hearings will be held in Hamilton, Ohio, unless the Union and the Board mutually agree to another location.
- E. The arbitrator will provide two (2) copies of his decision to each party within thirty (30) days after the closing of the hearings.
- F. The compensation and expenses of the arbitrator shall be the split among the parties.

MISCELLANEOUS PROVISIONS

- Section 9 Every grievance hearing shall be held, whenever possible, at a time when there shall be no interruption in the school program. Whenever an employee and/or his representative shall be required by the Board to attend a hearing during the school day, the employee shall suffer no loss of pay due to his or her absence from their regular duties.
- Section 10 All steps and time limits specified in the Article are mandatory, but the steps may be waived and the time limits extended only by mutual written agreement.
- Section 11 Any grievance which has not been presented or appealed within the time limits set forth above shall be considered as settled and shall not be subject to further discussion or appeal.
- Section 12 Failure of the Supervisor or Assistant Superintendent of Human Resources to provide an answer to the grievance within the timelines noted above shall result in the grievance automatically advancing to the next step of the grievance process.
- Section 13 It is hereby agreed that since this Agreement provides a procedure to process grievances, the Board, Union and employees are subject solely and exclusively to the grievance procedure of this Agreement.
- Section 14 Either party may request the mediation of a grievance following the response from the last step of the grievance procedure, but prior to arbitration. This conflict resolution process will facilitate grievance resolution prior to moving to arbitration and the associated cost. The Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) will provide the mediation services. This is a "no-cost" service offered by FMCS and SERB. Mediation sessions will be conducted in a Board facility or an alternative location based on mutual agreement of the parties. Employer and Union may each have no more than three participants each unless otherwise agreed to by the parties. A mediation session may not exceed two hours in length. These are generally "off the record" sessions which may not be used in arbitration except by mutual consent.

UNION BUSINESS

Section 15.

1. Before doing any union business a steward, officer or employee shall first contact the Buildings and Grounds Office or Food Service Office and request permission, stating the reason for his request (grievance hearing, grievance investigation, administrative hearing, employee visit or other) and the building or department of the district he wishes to visit, if he is leaving his job station, and the employee he wishes to see.
 - a. Call the Buildings and Grounds Office and ask for the Director of Custodial Services or the Director of Buildings and Grounds or call the Food Service Office and ask for the Director of Food Services.

- b. In an emergency, if you cannot reach the Director of Custodial Services, Director of Buildings and Grounds or Director of Food Services, then call the Assistant Superintendent for Human Resources.
2. Permission will be granted based upon the work schedule of the building or department to which the steward or officer is assigned, and such permission shall not be unreasonably withheld by the Supervisor of Custodial, Maintenance, or Food Service.
3. The supervisor shall contact the immediate supervisor of the building or department where the steward or officer wants to conduct union business and receive permission for them to enter that building or department. Permission will be granted based upon the work schedule of the employee the steward or officer wishes to see. The immediate supervisor shall not unreasonably withhold such permission over that building or department.
4. If the Supervisor (Custodial, Maintenance, Food Service) cannot permit the steward or officer to conduct union business at the time requested or the immediate supervisor (other building or department) cannot grant permission for the steward or officer to enter their building or department, the steward or officer will be permitted to conduct the union business within the course of the day, except in cases of emergency. If permission cannot be granted in the course of the day, the reason for denial will be put in writing to the union president.
5. After permission has been given to conduct business, it will be the responsibility of the steward or officer to notify his immediate supervisor of his leaving and obtain and complete a Union Business Report Form.
 - a. When leaving the building, while still on your work schedule, you are required to check out at the office stating the time you will be leaving, where you are going and the approximate time of your return.
 - b. Upon arriving at your destination, check in at the office and record your arrival time. When leaving the building, again report to the office and record the time.
 - c. Upon returning to your work site, report to the office and record the time.
6. Within 24 hours of conducting union business, a Union Business Report Form shall be completed and submitted to the immediate supervisor. This form shall be provided by the school district.
7. If an employee on their own time wants to meet with a steward or officer who is on duty, the employee shall call the immediate supervisor of the steward or officer and arrange a time to visit. The steward or officer will be responsible for completing the Union Business Report Form.
8. The non-employee union staff representative may see any employee by notifying the appropriate director listed in 1(a) above.

**ARTICLE 7
EMPLOYEE DISCIPLINE**

Section 1 Employees may be disciplined for just cause. "Just Cause" is defined as incompetence, inefficiency, dishonesty, drunkenness and/or under the influence and/or possession of controlled substances and/or alcohol, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules, failure of good behavior, intentionally falsifying reports, conviction of a felony, excessive absenteeism, or any other act of misfeasance, malfeasance or nonfeasance.

Section 2 Standards of progressive discipline shall be applied under normal circumstances in the administering of employee correction. The immediate supervisor will administer the first two steps of the standards and the Superintendent of Schools, or designee, will administer the third through fifth steps. If the infraction is of a severe nature, any or all of these steps may be bypassed. These standards are:

1. Oral warning (in private - a signed statement that an oral warning was given must be attached.)
2. Written reprimand.
3. One day suspension without pay.
4. Two to thirty-day suspension without pay.
5. Demotion or termination of employment.

Disciplinary action, except for verbal warnings and written reprimands, is subject to the grievance procedure of this Agreement.

An employee shall be entitled to Union representation at any hearing to discuss potential discipline.

Section 3 Whenever the Employer or his designee determines that an Employee may be disciplined for just cause (including only suspension, reduction, transfer or termination), a pre-disciplinary conference shall be scheduled within a reasonable time period following the Employer's knowledge of the alleged incident(s) or event(s). Administration shall comply with the following procedures when an employee faces such discipline:

- a. Allegations of employee misconduct that are brought to the attention of administration shall be promptly investigated.
- b. Employees will be given advance notice of the allegations of misconduct to allow the employee time to meet with a Union representative prior to participating in a pre-discipline hearing with administration.
- c. Administration will provide the employee with written or email notice of a pre-discipline hearing, which provides charges, a general description of the allegations of misconduct, along with the date, time and location of the hearing.

Administration will coordinate with the AFSCME representative and local president to schedule the date and time of the pre-discipline hearing.

- d. Administration will provide the AFSCME representative and local president with any requested public records in advance of a pre-discipline hearing.
- e. At the pre-discipline hearing, administration will review the allegations of misconduct with the employee, and shall provide the employee and his/her Union representative(s) with an opportunity to respond to the allegations and/or otherwise speak against the issuance of discipline.
- f. A decision on discipline shall be reduced to writing and provided to the employee, with copies placed in the employee's personnel file and emailed to the local President, and Staff Representative.

Section 4 Upon request of the employee submitted to the Assistant Superintendent of Human Resources, records of discipline shall be removed from the employee's personnel file, and no longer used for purposes of future discipline, as follows:

- a. Verbal reprimands after 12 months and written reprimands after eighteen months, unless the discipline of the employee involves sexual harassment or inappropriate conduct or relationship with a student and/or staff member.
- b. Discipline greater than a written reprimand shall not be used for purposes of progressive discipline after thirty-six (36) months, unless the discipline of the employee involves sexual harassment or inappropriate conduct or relationships with a student and/or staff member.

**ARTICLE 8
APPOINTMENT, PROMOTIONS, AND TRANSFERS**

PROBATIONARY PERIOD

Section 1 The probationary period for a person newly hired into a regular bargaining unit position shall be six months. During the six month period, the employee will be evaluated. If performance concerns are noted in this evaluation, the probationary period may be extended up to six additional months. During their probationary period the employee may be discharged in the sole discretion of the Board and said discharge shall not be subject to any provisions of the Agreement including, but not limited to, any appeal rights through the grievance process contained in this Agreement. Any period of long-term leave, such as unpaid medical leave or workers compensation leave, shall not count towards the employee satisfying their probationary service under this Agreement. In such event, the probationary period shall be extended by the time period the employee was off work due to this long-term leave.

The probationary period for employees promoted into new job classifications shall be 120 calendar days.

PROMOTED EMPLOYEE

- Section 2 A. If an employee does not satisfactorily perform the requirements of the position, the immediate supervisor shall promptly notify the employee of the performance deficiencies in order to give the employee a chance to improve. The employee may be reduced at any time during the 120 calendar day probationary period after the completion of sixty (60) days.
- B. In the event an employee is removed from a position during the employee's probationary period, the employee will return to his former classification or in an existing vacancy if the employee qualifies, at the pay of the former classification.
- C. If, during the probationary period, the employee determines that he/she wishes to return to his/her former position, the return shall be made at that time.

TEMPORARY OR EMERGENCY APPOINTMENTS

Section 3 When a temporary or emergency appointment is to be made, the Employer may fill the vacancy on a temporary basis for a period of up to sixty (60) days. Upon written agreement by the AFSCME local President, the filling of the vacancy may be extended for an additional temporary period of ninety (90) days.

Section 4 A vacancy of 30 work days or less in the positions of head custodian, food service manager, or cook shall be offered to the most senior qualified employee assigned to that building. The Superintendent/designee shall determine if the employee is qualified. (If two or more employees are qualified, the most senior will be selected).

FILLING OF VACANCIES

Section 5 The Employer decides when vacancies are to be filled. All vacancies will be posted by the Director of Buildings and Grounds, Director of Custodial Services or Director of Food Service, respectively, within ten (10) working days after the Board chooses to fill the vacancy, and shall remain posted in each building for a period of five (5) additional working days. Any employee wishing to be considered shall submit a letter or email notice of their interest in the vacancy to his/her Director within seven (7) working days from the date of the first notification.

The position shall be filled within thirty (30) working days from the first day the position is posted unless the position is being temporarily filled in accordance with Article 8, Section 3 of this Contract.

VOLUNTARY TRANSFERS

Section 6 If an employee would like to be transferred to another job within his/her classification, the employee must submit a written request to his/her director of his/her department.

Employees wishing to transfer shall receive first consideration for vacancies in non-promotion positions within the employee's classification, provided the employee has submitted a written request for consideration.

Except for shift changes, an employee who has received a transfer is not eligible for another transfer for six (6) months, unless there are sufficient reasons, and approved by the immediate supervisor. Each case should be discussed in the presence of a Union representative.

PROMOTION

Section 7 The Superintendent/designee shall have sole authority to determine the qualifications which are required and shall promote the employee who is most qualified and is consistent with the best interest of the District. In determining qualifications, the Superintendent/designee will take into consideration the position's job description, the candidate's skill and ability to perform the job duties, performance evaluations, attendance and experience. Should more than one employee meet the Superintendent's/designee's qualifications, then seniority shall be the tiebreaker.

INVOLUNTARY

Section 8 A person holding a position in the classified service may be transferred to a similar position in another office or department having the same pay and similar duties.

Section 9 No transfer shall be made to a position in another class or to a position for which the original entrance requires an examination involving a test or qualification different from those required for the original entrance to the position held by the person.

Section 10 Employees who are transferred under the provisions of this section shall have the right to grieve the reasonableness of the transfer.

DEMOTION

Section 11 An employee, having been demoted under the provisions of Article 7 may only be demoted to the next lower classification by the Assistant Superintendent. An employee demoted from a higher classification shall no longer be considered "qualified" for the position/classification s/he has been demoted from for a period of three (3) years from the date of demotion.

Section 12 Employees shall receive compensation at the same pay step of the classification of the position into which the employee has been placed.

PERFORMANCE EVALUATION

Section 13 An accurate job description shall exist for each position. It should be reviewed every two (2) years and revised with input from the employees in the various classifications. All job descriptions shall be electronically sent with the seniority list to the Union President no less than once annually.

Section 14 Employees should be evaluated at least once each contract year, as set forth below:

FOOD SERVICE

Evaluatee

Food Service Manager
Cook
General Worker

Evaluators

Food Service Director/Principal
Food Service Director/Principal
Food Service Director/Principal

BUILDINGS & GROUNDS

Evaluatee

Head Custodian, Custodian;

Maintenance
Custodian

Evaluators

Principal
Director of Custodial Services
Director of Buildings & Grounds
Principal/Custodial Supervisor/
Maintenance Supervisor

LEAD & HEAD CUSTODIAN

Section 15 The Lead Custodian position will exist in buildings where there are two or more Head Custodians. The Lead Custodian will be appointed by administration from the available Head Custodians currently serving that building. Lead Custodians will remain in the position as long as they remain in that building, with the exception of being demoted as a result of discipline. If a Lead Custodian chooses to move buildings, they may forfeit their right to be the Lead Custodian in the building to which they are moving.

ARTICLE 9 LAY OFFS AND RECALL AND CLASSIFICATION SERIES

LAY OFFS AND RECALL

Section 1 The following language on layoff and recall of bargaining unit employees is the sole source of rights and obligations with respect to these matters. Furthermore, the following language supersedes all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to layoff and recall. The Union may appeal any layoff or job abolishment through the Grievance Procedure and may arbitrate, but nothing shall interfere with the Employer's right and responsibility to determine the adequacy and size of the work force.

Section 2 In the event of a layoff of bargaining unit members, the Employer shall identify the classification(s) to be affected by the layoff and the employee(s) to be affected. Layoff, within the classification(s) affected shall proceed as follows and in this order:

- A. Persons within the bargaining unit classifications affected by the layoff and holding appointment categories of temporary, intermittent, seasonal, casual or student, shall be laid off first. Those holding temporary appointment shall be first, intermittent second, seasonal third, casual fourth, and student fifth. The employer shall not lay off bargaining unit employees in lieu of disciplinary action.
- B. Bargaining unit employees within the classification(s) shall be laid off in the inverse order of district-wide seniority. It is recognized that a reduction of the work force within a classification may cause the reassignment of employees to different positions within the respective classification. It is also recognized that those employees remaining after the layoff are subject to assignment of hours and days of work consistent with the needs of the Employer. Should more than one employee have the same date of hire, the affected employees shall flip a coin to determine the standing on the seniority list.

Section 3 Any regular employee who would otherwise be laid off under Section 2 shall have the right to avoid layoff by displacing the lowest seniority bargaining unit employee in the next lower classification within the same classification series within the

bargaining unit or bumping to a classification series in the bargaining unit or bumping to a classification series in the bargaining unit in which a position was previously held by the employee. (See Article IX for Classification Series). As it relates to Food Service employees, in an attempt to avoid layoff, a regular employee may bump to the next lower hour general worker classification, as long as the general worker employee who is being bumped (displaced) has less seniority than the employee doing the bumping.

- Section 4 Displacements shall continue into succeeding lower classifications within the affected classification series so long as the employee seeking to displace is qualified to do the work. The lowest seniority employee(s) within the affected classification series will ultimately be laid off.
- Section 5 The bargaining unit member(s) who is (are) subject to reduction in classification through displacement and/or layoff shall be sent a letter of notification by certified mail at least fourteen (14) calendar days, or shall have the letter of notification hand-delivered at least ten (10) calendar days in advance of the effective date of the action. The letter shall contain the effective date of the reduction in classification and/or layoff, reference to the recall and Grievance Procedures contained in this contract.
- Section 6 The bargaining unit members paid under grant/restricted funds (soft money) shall be laid off effective upon the delivery of a written notification to the employee prior to the usual notification period if the grant/restricted funds are cut off by the funding source without prior notification to the Employer. Immediately thereafter, the layoff process in this Article shall apply as it affects displacement and recall.
- Section 7 Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If undeliverable, the Employer's obligation shall be considered fulfilled. The recalled employee must, within five (5) working days of the date of receipt of notice, notify the Employer of his intention to return to work. The date for returning to work shall be no less than ten (10) working days from the date of notice received, unless an extension of the time is agreed to by the Employer. Failure to return from layoff shall subject the employee to termination of service.
- Section 8 The recall of bargaining unit employees laid off or reduced to a lower classification shall be in inverse order of layoff or reduction to a lower classification.
- Section 9 Bargaining unit employees laid off shall be put on an appropriate recall list according to their classification and seniority for a period of one (1) year. Prior to the conclusion of the first year, and upon the written request by the employee, an extension of one (1) year shall be granted.
- Section 10 The Employer will provide the Union with a list of bargaining unit employees, by classification and employer appointment date.
- Section 11 A bargaining unit member who would be laid off but for his displacement rights may have the option to take a voluntary layoff in lieu of displacing another bargaining unit member. Such employee's recall rights are limited to recall to the classification held immediately prior to the layoff.

CLASSIFICATION SERIES

Section 12 BUILDINGS & GROUNDS EMPLOYEES

SERIES ONE

Electrician Journeyman, HVAC Journeyman, Plumbing Journeyman, Food Service
Equipment Tech

SERIES TWO

Carpenter Class I
Maintenance Class I

SERIES THREE

Head Custodian (Grade 10-12)
Head Custodian (Grade PreK-9)

SERIES FOUR

Mail Truck Driver
Custodian

FOOD SERVICE EMPLOYEES

Manager (Grade 7-12)
Manager (Grade PreK-6)
Cook (Grade 7-12)
Cook (Grade PreK-6)

General Worker

Employees moved from the classification listed to be eliminated will carry their classification seniority to their new classification. No employee shall lose pay as a result of their move in classification.

**ARTICLE 10
DAYS AND HOURS OF WORK AND OVERTIME**

GENERAL

- Section 1 The normal work week for Buildings & Grounds employees shall be Monday through Friday, five (5) consecutive eight (8) hour days, exclusive of time allotted for meals during the period starting at 12:01 a.m. Sunday to 12:00 Midnight Saturday, except for 3rd shift employees who shall work an eight (8) hour shift that includes a paid one-half (1/2) hour lunch period.
- Section 2 The normal workweek for Food Service employees shall be Monday through Friday, five (5) consecutive days of seven (7) hours or less, exclusive of time allotted for meals during the period starting at 12:01 a.m. Sunday to 12:00 Midnight Saturday.
- Section 3 Summer hours, Winter break, and Spring break, during the school vacation period, shall be worked during the daytime (1st) shift.
- Section 4 For the purposes of this Article, the standard hours of the shifts shall be:
- A. 1st shift - from 6:00 a.m. to 6:00 p.m.
 - B. 2nd shift - from 3:00 p.m. to 11:30 p.m.
 - C. 3rd shift - from 11:00 p.m. to 7:00 a.m.
 - D. swing shift - from 12:00 noon to 9:30 p.m.
- Section 5 Any shift regularly scheduled to finish between 6:00 p.m. and midnight shall receive 20 cents per hour extra. Any shift regularly scheduled to finish between 12:01 a.m. and 7:00 a.m. shall receive 30 cents per hour extra. Shift differential shall not be paid based on an employee working past a regularly scheduled shift because of overtime or covering extracurricular activities.
- Section 6 For assignments and absences of five (5) working days or longer, bargaining unit employees in the same building shall have first preference for shifts that are assigned on a regular basis to subs.
- Section 7 Break time, unless otherwise specified, and whenever possible, shall be established to be two hours after starting time and two hours before quitting time, and only in an emergency shall this be changed. Each break period shall be a total of fifteen (15) minutes. Abuse of break shall be dealt with as outlined in Article 7.
- Section 8 Food Service employees have the option to work as a custodian, if needed, during the Spring, Summer and Christmas breaks at the three percent (3%) rate higher than current hourly rate of a sub-janitor. This shall be effective January 1, 2015. For Employees who wish to work their names will be placed on the substitute list.
- Section 9 Food Service employees will work a 180-day school year and be paid accordingly.

The work schedule for Food Service staff will be as follows:

ELEMENTARY STAFF

178 days	Students in session
1 day	Elementary staff will report one (1) day before school opens. A Pre-opening meeting will be held before school opens.
<u>1 day</u>	Day after students' last day in session
180 days paid	

At the request of the administration, up to three (3) additional work days may be required. An employee shall be provided thirty (30) calendar days written notice if the administration will require the employee to work three (3) additional days.

SECONDARY STAFF

178 days	Students in session (includes exam days)
<u>2 days</u>	Secondary staff will report two (2) days before school opens. A Pre-opening meeting will be held before school opens.
180 days paid	

At the request of the administration, up to three (3) additional work days may be required. An employee shall be provided thirty (30) calendar days written notice if the administration will require the employee to work three (3) additional days.

Pay for In-service Day and Pre-opening meeting will be as follows:

Employees will be paid for the number of hours spent at the scheduled meeting. Employees whose daily work schedule hours are greater than the time spent in the meeting will complete their shift at their school.

Section 10 On the two (2) conference days when students are not in session, Food Service employees are not scheduled to work. Possible work assignments for these days may be arranged in advance with approval from the Food Service Director. Such work is assigned on a district seniority basis. Should a conference day directly precede or follow a holiday, it will not affect employees' holiday pay.

OVERTIME

Section 11 All overtime for employees covered by this Agreement must be approved by the immediate supervisor.

A. Work performed by employees in excess of forty (40) hours in any one week shall be compensated for at the rate of time and one-half (1 1/2), provided that the employee has been in work* status during that week.

*Holidays, calamity days and Bereavement/Funeral Leave shall count as time "worked."

- B. Work performed by Food Service employees in excess of thirty-five (35) hours in any one week shall be compensated for at the rate of time and one-half (1 1/2), provided that the employee has been in work* status during that week.

*Holidays and Bereavement/Funeral Leave shall count as time "worked."

- C. Overtime worked on holidays shall be compensated at the rate of double time.
- D. Overtime is on a voluntary basis. However, if an overtime assignment is accepted but is not worked without legitimate excuse, the employee may be removed from being eligible for future overtime assignments for a period not to exceed 30 days.

E. COMPENSATORY TIME

- 1. Compensatory time or time off may, at the employee's discretion, be granted in lieu of overtime pay. The employee will be granted one and one-half (1 1/2) hours of pay, compensatory time, or time off for each hour worked. Compensatory time may be accumulated in the following amounts:
 - a. No more than thirty-four (34) hours of compensatory time may be accumulated in the period January 1 through April 30.
 - b. No more than thirty-four (34) hours of compensatory time may be accumulated in the period May 1 through August 31.
 - c. No more than thirty-four (34) hours of compensatory time may be accumulated in the period September 1 through December 31.
- 2. Accumulated days used during the four (4) month period may not be replaced.
- 3. At the end of each four (4) month period, the employee shall be paid for all accrued but unused compensatory time at the current rate of pay.
- 4. When an employee leaves the service of the Board, he/she shall be paid for all accrued but unused compensatory time at the current rate of pay.
- 5. Compensatory time must be requested, and approved, no less than forty-eight (48) hours prior to the date the compensatory time is to be taken. (Exception: unless taken in lieu of sick leave as outlined

in Article 21, Section 3, or in case of emergency as determined by the immediate supervisor, or his designee.)

REPORTING

Section 12 Failure to make a report of an absence from work is a serious offense. An employee who is absent or who expects to be absent shall notify their immediate supervisor as soon as possible when the anticipated absence is known. Furthermore, for every day that the employee is absent from work, the employee shall notify their immediate supervisor of their intention to either call in sick the following work day or to return to work. However, this daily update will not be necessary if the employee has given their immediate supervisor a note from their health care provider indicating the employee will be absent from work for multiple days.

Employees who must call off on sick leave, except in cases of emergency, shall call in, per policy, no later than 6:00 a.m. or three (3) hours before the employee's scheduled shift.

Section 13 Food Service employees shall call the Food Service Office. The call shall be made as soon as possible but not later than three (3) hours before the scheduled starting time or after 6:00 a.m. Failure to report as outlined shall be at a loss of pay.

Section 14 In addition to the daily notice procedures detailed above, all day shift employees must notify either the Buildings and Grounds Office or Food Service Office on the day prior to the day they plan to return to work; such notification shall be made prior to 1:00 p.m. Evening and night shift employees shall make such notification prior to 12:00 noon on the day they plan to return.

Failure to notify either the Buildings and Grounds Office or Food Service Office of an employee's intent to return according to the schedules listed above will result in the assumption that the employee is still on sick leave. Employees who return to work without giving the above notification may be sent home on sick leave, at the discretion of either the Buildings and Grounds Office or Food Service Office.

Section 15 Each employee shall be notified of the name(s), address(s), and telephone number(s) of the individual to whom he is to report if he is to be absent.

Section 16 If an employee expects to be in an approved absence without pay status, advance written notice must be given to the immediate supervisor. Upon the recommendation of the immediate supervisor, the Assistant Superintendent may approve the request.

Section 17 Any extra employment during the terms of the employee's service with the Board which conflicts with the employee's assigned duties shall be termed a violation of the individual contract, and could lead to possible disciplinary action and/or dismissal.

**ARTICLE 11
OTHER WORKING CONDITIONS**

FOOD SERVICE EMPLOYEES

Section 1 Any Food Service position that is vacant due to the absence of an employee shall be offered, on the basis of District-wide seniority, to any qualified Food Service employee with a lower number of daily scheduled work hours who is employed in the same school and shall receive the hourly rate of pay if covering in a higher position. After 60 consecutive work days in the same position, the Employee who was awarded this vacancy shall be eligible for fringe benefits, including health insurance, if the Employee meets the minimum threshold of weekly hours worked to be eligible for such benefits.

Section 2 A Food Service employee who is called to return to work shall receive a minimum of two (2) hours of call-in pay at time and one-half (1 1/2). This call-in pay is only applicable to emergencies and non-scheduled overtime call-ins. Except in emergencies, employee callbacks must receive prior approval from the immediate supervisor.

Section 3 Food Service employees assigned to a building on a regular basis will be given first consideration for additional work assignments when an outside group requests the use of the kitchen. Bargaining unit employee(s) will be assigned to work the activity if needed, as determined in the judgment of the Food Service Director and/or when required as a result of federal, state or local food preparation and health regulations.

Section 4 Food Service employees shall have breaks as indicated below:

<u>Hours of Pay</u>	<u>Paid Break Time</u>
4 hours or less	10 minutes
5 hours	20 minutes
6 hours	30 minutes
7 hours or more	40 minutes including lunch

Breaks are not to be scheduled during serving hours for any employee.

BUILDINGS AND GROUNDS EMPLOYEES

Section 5 When there is a break in hours, an employee who is called to return to work shall receive a minimum of two hours call-in pay at time and one-half. This call-in pay is only applicable to emergency call-ins. Payment of the minimum of two hours' call-in pay at time and one-half shall only be granted once for any two-hour period following an emergency call-in. If an employee is called in for emergencies twice during a single two-hour period, but works beyond the two-hour period as a result of the second call, the employee will be paid time and one-half for both the minimum two-hour period plus the time worked beyond that period.

Section 6 Scheduled "overtime" which occurs at the beginning or the end of an employee's regular shift shall be paid at the applicable overtime rate provided the employee qualifies for overtime pay in accordance with the provisions of Article 10, Section 13. Overtime which is scheduled at the beginning or the end of an employee's shift shall be paid based on the actual hours of overtime worked by the employee.

Employees who are scheduled for "overtime" after a "break" in their regularly scheduled shift shall receive a minimum of two (2) hours pay. However, their time may be split by the Administration with an additional "break" in the hours scheduled.

Section 7 A Head Custodian shall have immediate charge of his/her assigned building and grounds. The Head Custodian will be directly responsible to the immediate supervisor of his/her school for health, safety and welfare of the students and teachers, and for the maintenance of the school plant.

Section 8 A custodian or janitor must be on duty at all times when the building is rented to an outside group including Saturday school. The custodian must receive a copy of all rental requests for his building. The employee assigned to the rental or event shall be responsible for cleaning the area and to ensure that the area is ready for use the next day. This provision shall apply only when the building and/or facility is rented to an organization and the organization is required to pay a fee for the use of the facility.

In the event the District provides permission for an outside group to use the facility without charging a rental fee, a decision on whether or not a custodian/janitor is on duty shall be at the discretion of the Administration.

A. If an employee is called off his regular scheduled work in a building to help set up or clean up after a special event, he shall, if determined by the immediate supervisor, receive extra time to complete his regular scheduled work.

B. A schedule of all work to be done in a building by each member of the custodial staff shall be posted in each building.

Section 9 The Head Custodian and maintenance supervisor will maintain an on-going daily record of overtime and post it in his building. Overtime will be divided as equally as practicable among the employees assigned to the building or unit.

Section 10 The Board will pay the full cost of continuing education or outside training required by the Board. The Board will pay fifty per cent (50%) of pre-approved work related classes in which the employee attains a grade of "C" or better or "Pass" in a pass/fail course.

ARTICLE 12 REPORTS AND RECORDS

Employees are required to be at the building at the time set by the immediate supervisor, and to make records of the time of arrival on forms prescribed by the Business Office (or other time keeping methods). The forms shall be kept in a properly designated place and all employees are to sign in at the beginning of their work, in and out for lunch where observed, and to sign out at the close of their particular shift, or the completion of their duties if authorized to work before or after their regular scheduled time. Falsification of such reports is subject to disciplinary action.

ARTICLE 13 FITNESS FOR DUTY EXAMINATIONS

Section 1 All expenses incurred as a result of the Board requiring a fitness for duty examination shall be borne by the Board.

Section 2 In the case of a question on the fitness for duty of an employee, the employee may ask for and receive consultation between his private physician and the Board's physician. If they are unable to reach an agreement on the employee's fitness for duty, a third physician agreeable to the employee and the Board shall be consulted and his decision shall be binding on both parties. The employee may use available vacation, compensatory time, or sick leave during the period of time while waiting for the third opinion. The expenses of the Board's physician and the mutually-agreed-upon "third physician" shall be borne by the Board.

**ARTICLE 14
SENIORITY**

Section 1 Seniority shall be determined by the hire date approved by the Board for all employees hired into a bargaining unit position. Time lost due to lay-off or authorized leave of absence shall not be considered a break in continuous service, and shall not result in the accrual of additional service. To maintain seniority an employee must return when recalled or upon the expiration of a leave of absence.

Section 2 Copies of the seniority list shall be submitted to the President of the Union, the Head Custodian of each building and the building Food Service manager on or about January 10th of each year.

Section 3 If an employee takes exception to his/her seniority, he/she must file a written exception with the Board or its representative within thirty (30) days of receipt of this notice, otherwise it will be considered correct.

Section 4 Seniority Termination

Seniority of the employee shall be terminated for any of the following reasons:

If employee resigns and is not rehired within thirty (30) days.

If employee is discharged.

When an employee retires.

If the employee, while on leave of absence or illness, engages in full-time employment without the Board's permission.

**ARTICLE 15
SCHOOL CLOSINGS**

All employees who work on a regular basis are entitled to full pay when school is closed due to a public calamity by the order of the Superintendent. Days not worked, but for which pay is granted, shall be limited to seven (7) days. All employees, except Custodian and Food Service, will report on all work days unless otherwise notified by the Superintendent or the Superintendent's designee. Employees shall be permitted to utilize any other paid leave, with the exception of sick leave, for calamity days (beyond seven (7)) for which employees are not required to work and will not receive pay.

Employees, with the express permission of their direct supervisor, may work days to make up calamity days (beyond seven (7)) for which employees are not required to work and will not receive pay.

With permission of their supervisor an employee's who works during a day that the employee's school is closed due to calamity maybe permitted to go home after their work assignment is complete, without loss of pay.

**ARTICLE 16
WAGES**

Section 1 Wage rates in all classifications covered by this agreement are subject to negotiations between the Union and the Board of Education as established in the Procedures section and of Article 3.

Section 2 When an employee is promoted, demoted or transferred, he/she shall be placed immediately on the same step on the salary schedule for the job to which he is promoted, demoted or transferred.

Effective January 1, 2021, food service employees who promote into the Buildings and Grounds classification shall be placed at the step in the Buildings and Grounds classification that most closely equates to their previous hourly rate of pay, but which also results in an increase in the employee's hourly rate of pay. If no such step exists, then the employee will be placed at the step in the new classification that most closely aligns with their hourly rate of pay prior to moving into the new classification.

Section 3 In the event it becomes necessary to assign a regular employee to fulfill the duties of a job or classification carrying a higher pay scale, he shall receive the higher rate of pay (as detailed in section 2, above) from the first hour of such assignment and continue to receive such pay rates during the assignment. In order to qualify for the higher pay scale, the employee must perform all the duties and do the work of the higher classification as long as he is assigned to the duties of the higher job or classification. Higher classification shall mean the same step in seniority as employee is presently on.

Section 4 Any employee rehired within thirty (30) days of resignation shall be restored to the same pay step as at the time of resignation; and no loss in seniority. This provision concerning rehire shall not apply to employees who resign for the purposes of retirement and who are receiving retirement under SERS and/or PERS.

Section 5 Effective January 1, 2021, employees shall generally advance to the next step on the salary schedule effective on the first day of August each year. Employees who initially began working for the Board prior to April 15th shall advance to the next step on the salary schedule effective on the first day of August during that initial year of employment. However, employees who initially began working for the Board after April 15th shall advance to the next step on the salary schedule effective on the first day of August during the ensuing calendar year.

Section 6 Food service employees shall receive 24 pays that are spread over a 12 month period.

Section 7 The Board will utilize direct deposit of all paychecks.

Section 8 There shall be a new wage schedule for the 2020-2021 contract year that results in wage increases for employees. Payment of wages shall be retroactive to August 1, 2020.

The wage schedule for the 2021-2022 contract year shall reflect a 1.25% increase.

BONUS

- Section 3 Each year employees not wishing to participate in the Hospital, Drug or HMP Plans will receive a \$500.00 lump-sum payment. Those employees that elect the \$500.00 bonus will not be eligible to sign up for a Hospital, Drug or HMP Plan until the sign-up period, which shall occur once each year (November 1 through November 30), with the lump-sum payment of \$500.00 to be paid by the last payroll in January. These employees shall not be eligible for the sign-up period available to all other employees during the period of November 1 through November 30th.
- Section 4 Once an employee makes an election, the employee is bound by that election until the next sign-up period unless the employee's marital status or number of dependents changes or the employee's spouse's employment is terminated.

UNEMPLOYMENT COMPENSATION

- Section 5 Employees will be covered by Unemployment Compensation as provided by State Statute.

EMPLOYEE ASSISTANCE PROGRAM

- Section 6 Board of Education will provide, at no cost to the employee, a comprehensive full-service employee assistance program.
- Section 7 This program will provide confidential, professional consultation and assessment/referral services to an employee whose job performance is or may be adversely affected by alcoholism, emotional problems, family discord, drug dependence, stress, financial or legal trouble, or other personal problems.

FLEXIBLE FRINGE BENEFIT PROGRAM

- Section 8 The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Vision Insurance, Prescription Insurance, Cancer Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, Dependent Care and taxable benefits of cash. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s) shall pay the monthly administration fee.
- Section 9 The Flexible Fringe Benefit Election Form shall be an Appendix to this Agreement. The enabling Flexible Fringe Benefit Program, a copy of which may be found in the office of the Superintendent, is hereby incorporated by reference.

PERSONAL LIABILITY INSURANCE

- Section 10 Each employee shall be covered by the Board's Liability Insurance Plan.

ARTICLE 18 UNION RIGHTS

- Section 1 The Board agrees that during working hours, on the Board's premises and without loss of pay, Union elected or appointed representatives, with the permission of the Director of Buildings and Grounds, Director of Food Service and/or Supervisor shall be allowed to:
- A. Post and/or distribute notices or literature, signed by Union representatives – either on a bulletin board designated for such purposes, or placed in the employee mailboxes.
 - B. Solicit Union membership; however, not to interfere with the work schedule. No employees of the Board shall threaten or be threatened who have expressed a desire regarding Union membership.
 - C. Consult with or transmit to the Board or its representative, local Union office, members, or other Union representative, concerning the application and enforcement of any provision of this Agreement. This should be kept to a minimum and cleared by the Director of Buildings and Grounds or Director of Food Services, whichever appropriate, during working hours.
 - D. Attend grievance or negotiation meeting when cleared by the Director of Buildings and Grounds or Director of Food Services, whichever appropriate.
- Section 2 If necessary, all employees shall be provided sufficient time to vote in all local or national elections. All employees shall be permitted time off to attend union meetings. If they are assigned to work during the time of such meetings, they shall be required to complete their regular duties. Anyone who exercises this privilege must attend or be subject to disciplinary procedure. Each employee must also leave and return to his building within a reasonable amount of time.
- Section 3 The President of the Union, or his designee, shall be allowed to attend Union school, training, conferences, seminars or conventions, without loss of pay, not to exceed a total of eight (8) days per year upon approval of the Assistant Superintendent.

UNION SECURITY/DUES CHECK-OFF

- Section 4 The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to the Controller of Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, at 6800 North High Street, Worthington, Ohio 43085. The Union shall advise the Employer, in writing, of the amounts to be deducted.
- Section 5 Dues shall be deducted from each pay of employees who are members of the Union. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted under the provisions of this section

shall be remitted to the Union within five (5) to fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists:

- A. For employees for whom deductions were made, the name, address and Social Security number of the employee, and the amount deducted.
- B. The name of each employee whose name has been dropped from the prior check-off list, and the reasons for the omission.

Section 6 Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 7 The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Union to the Board.

P.E.O.P.L.E. DEDUCTION

Section 8 All bargaining unit employees may have P.E.O.P.L.E. donations deducted from their paycheck upon receipt of said employee's request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues.

CONTRACTING OUT

Section 9 The Board shall give the Union written notice of its intent to contract for services, which will affect bargaining unit positions. At the time of such notice, the Board shall state what positions are to be contracted or subcontracted out. This notice shall be sent at least ninety (90) calendar days prior to the contracting or subcontracting out.

Section 10 The Board will meet with the Union in an attempt to resolve the issue, or to an alternative to the contracting or sub-contracting out. If no alternative is agreed upon during the ninety (90) day period, the Board shall be free to enter into a contract for services.

Section 11 Employees affected shall have the right to the Lay-off and Recall provisions of this Agreement.

Section 12 This provision shall not be applicable to work that, from time to time, may be contracted or subcontracted to a limited staff or for an emergency.

**ARTICLE 19
LABOR-MANAGEMENT MEETINGS**

The Board and the Union agree that every thirty (30) days a Labor-Management meeting may be held upon request from the Local President or the Assistant Superintendent for Human Resources. Upon such request by either party, a meeting shall be scheduled within fifteen (15) days, at a mutually agreeable time. Either party requesting such a meeting shall furnish the other party, in writing, the agenda of subjects to be discussed. Such meeting shall consist of not more than four (4) individuals from each side. The Board shall take minutes and the Union shall receive a copy of said minutes within ten (10) days after said meeting.

**ARTICLE 20
MANAGEMENT RIGHTS**

Section 1 The American Federation of State, County and Municipal Employees, Ohio Council 8, Local #468, AFL-CIO recognizes the Board of Education's exclusive rights to manage the operation of the schools regarding:

- A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Hamilton City School District, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the Hamilton City School District;
- D. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;
- E. Suspend, discipline, demote, discharge, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Hamilton City School District;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Hamilton City School District;
- J. The employer may implement and enforce fair and reasonable work rules. The employer shall notify the Union in writing, thirty (30) workdays prior to the work rule(s) being implemented. If the Union desires to discuss the fairness and/or reasonableness of the work rule(s), the Union shall notify the employer in writing of its intent to discuss the rule(s) within 10 days of receipt of the rule(s). If after meeting to discuss the rule(s) no agreement is reached on the issue within fifteen (15) days of the first meeting, the Union may demand arbitration of the rule(s) within thirty (30) days of the

last meeting at which the parties were not able to reach agreement. The arbitrator shall be limited to the fairness or reasonableness of the rule(s). The decision of the arbitrator shall be final and binding on the employer, employees, and the Union. The parties shall share equally the expenses of the arbitrator. The arbitrator shall issue his/her decision in writing within thirty (30) days of the close of the hearing.

Section 2 These rights are vested exclusively in the Board of Education or its representatives unless otherwise limited in this Agreement.

ARTICLE 21 PAID LEAVES

SICK LEAVE

Section 1 All employees will be granted 1.25 days of sick leave on the first day of each month for the previously completed month. However, no employee shall earn sick leave credit while he is in a non-pay status.

Unused sick leave shall accumulate up to 300 days. Employees may be eligible to receive up to a total of five (5) days of advanced sick leave during the school year (July 1 through June 30) as follows:

1. Upon first employment;
2. Upon prior approval of the Assistant Superintendent for Human Resources.

Any sick leave advanced through the first six (6) months of the school year must be repaid prior to June 30. If a sufficient number of days has not accumulated, there will be a deduction from the employee's second pay check in July. Likewise, any sick leave advanced during the second six (6) months of the school year must be repaid by December 31 of the following school year with the understanding that if an insufficient number of sick leave days has accumulated prior to that time, the days will be deducted from the employee's second pay check in January.

Section 2 An employee who transfers from one public agency in Ohio to the Board shall be credited with the unused balance of his accumulated sick leave up to the limits set forth in Section 1, above. To receive such credit, a new employee shall present to the Treasurer certifications from the public agency in Ohio from which the employee most recently worked, for the number of days of unused sick leave credited to the employee at the time of the termination of employment.

Accumulated sick leave and personal leave days shall be posted on each such pay stub.

All employees will be credited with sick leave at the regular rate during the summer vacation if they are in active pay status on the last day of the current school year.

Section 3 An employee may use Sick Leave credit in the amounts specified for absence due to illness, injury, quarantine, pregnancy-related illness or condition, illness in the

employee's family and death in the employee's family. If sick leave is exhausted, employees may use accumulated but unused personal leave days, compensatory time and/or vacation time. Any employee who is absent for greater than four (4) consecutive work days or more may be required to submit a physician's statement to substantiate the use of sick leave. Failure to submit this physician's statement when requested may result in discipline and may result in a loss of pay.

Family Illness:

Within the school year each employee may use his/her sick leave allowance or accumulation (under the first paragraph of this section), for the illness of the employee's spouse, parent, child (grandchild, foster, step, and/or exchange student), brother, sister or live-in relative. In using those days, current days will be used first, then accumulated days.

Section 4 The employee must immediately notify his immediate supervisor of the absence so that substitute service can be promptly arranged. If an employee has exhausted his/her sick leave, he/she may request a leave of absence as provided for in Article 10. This request must be submitted in writing within thirty (30) calendar days from the time when he/she exhausted the sick leave. If such a request is not submitted, the employee will be subject to discipline, which may include termination. Abuse of sick leave shall be grounds for discipline.

Section 5 When the accumulated sick leave shall have been reduced through absence from duty, it shall continue to accumulate during the period of absence at the rate of one and one quarter (1 1/4) work days per month up to three hundred (300) days, except that no employee shall earn sick leave credit while he is in a non-pay status.

Section 6 Employees who are reinstated, recalled, or who reenter the employment of the Board within one year shall be entitled to all sick leave credit previously earned and unused except that no credit shall be earned during the period of absence unless such absence is due to military service.

Section 7 When the Superintendent/designee determines that potential abuse of sick leave may exist, a meeting will be arranged with the employee, appropriate personnel, and a representative of the Union. The purpose of the meeting will be to discuss the potential abuse of sick leave and to provide the employee an opportunity to explain, rebut or refute the suspected abuse. If a satisfactory explanation is not provided, action will be taken by the Board, including, but not limited to corrective counseling and progressive discipline.

For the purposes of this Section, abuse of sick leave is suspected if an employee shows a pattern of using sick leave that includes, but is not limited to:

- Before and/or after holidays;
- Before and/or after weekends or regular days off;
- Before and/or after vacations;
- Shortly after calling to find out the employee's sick leave balance;
- As soon as sick leave has accrued, thereby reducing the balance to zero or near zero;

- On the same day(s) of each week;

Falsification of the written, signed statement of sick leave shall be grounds for disciplinary action, including dismissal.

PERSONAL LEAVE

Section 8 The Assistant Superintendent for Human Resources, or his designee, shall grant up to three (3) unrestricted days of personal leave yearly (July 1 to June 30) to all employees, equal to the amount of hours an employee is regularly scheduled.

Personal leave may not be used instead of sick leave, unless the employee has exhausted sick leave. Sick leave must be used when the employee is absent due to personal or family illness or injury. Personal leave is not to be taken during the first two (2) weeks or last two (2) weeks of the students' school year (except for graduation ceremonies) or the day before or after a vacation period.

Written requests for personal leave should be forwarded to the Assistant Superintendent of Human Resources at least forty-eight (48) hours prior to such leave, when possible. If an emergency arises, a leave may be taken without written request. However, the employee will be required to file a written request upon return from leave.

Unused personal leave for the previous year shall be converted to sick leave on July 1 of each year.

BEREAVEMENT LEAVE

Section 9 The immediate family is interpreted to mean: father, mother, sister, brother, husband, wife, children, step-parent, step-child, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-grandchildren, grandparents, grandchildren, or a person who had been living in the same household.

An employee who suffers a death in the immediate family shall be granted an absence with no deduction in pay. This leave shall be charged against sick leave. For purposes of this section, "immediate family" shall mean spouse, child, stepchild, sibling, parent, stepparent, grandparent, grandchild, aunt, uncle, niece, nephew, relative-in-law, and any person living in the same household as the employee.

FUNERAL LEAVE

Section 10 In the case of a death of a relative in the second degree (uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships), the Superintendent may grant leave, with pay, for not more than one (1) workday plus one (1) day for travel. Additional time for travel may be granted if requested by an employee and approved by the Superintendent.

JURY DUTY

- Section 11 Any employee who has been called for jury duty, or who has been subpoenaed as a witness in a court or administrative hearing for the Board will be granted a leave, with pay, provided the employee keeps the Board informed of times he will be in court, and further, that the employee returns to work at those times during his regular shift when he/she is not required to be in court, unless such duty is performed outside of his/her regular shift. The Board cannot be the defendant in the court proceeding for which an employee takes leave and the employee's second job and/or alternative job cannot be the basis or reason for the employee's request and/or subpoena to court (for example, part-time police officer).
- Section 12 All compensation received for court or jury duty is to be remitted by the employee to the Board, and said employee shall receive his regular rate of pay for lost time.

WELLNESS INCENTIVE PAY

- Section 13 Employees will be paid an additional amount at the end of the year for not using sick leave according to the following schedule:
- | | |
|--|----------|
| No sick days used during school year | \$250.00 |
| One or two sick days used during school year | \$175.00 |
| Three sick days used during school year | \$125.00 |
- Sick Leave day(s) used for funerals and/or bereavement will not be counted.

ARTICLE 22 UNPAID LEAVES OF ABSENCE

- Section 1 An employee desiring a leave of absence must submit a written request to the Assistant Superintendent for Human Resources stating the reason and the desired term of the leave. A letter of approval must be received from the Superintendent or the Assistant Superintendent before a leave becomes official.
- Section 2 Leaves of absence may be granted for personal illness, illness in the immediate family, as defined in Article 21, Section 3, maternity, or military leave. All leaves are without pay, and for terms not to exceed two consecutive school years, except for military leave, which may be for a longer period. The Board of Education may extend the term of any absence upon written request by the employee (Injuries and personal illness which are job related are covered by Article 17, Section 7).
- Section 3 For all leaves except military leaves, a medical examination must be completed before an employee may return to work. An employee may be allowed to return to work if the employee's health record permits and if a suitable vacancy exists. If an employee notifies the Board of Education of his intention to return to work within the term of the leave, the Board of Education is committed to reinstate the employee, but not later than the term of the leave.
- Section 4 In cases of maternity leave, an employee is expected to notify the supervisor of her condition, which will enable the administration to locate a suitable replacement.

The effective date of the maternity leave will be determined by the condition of the employee. When a maternity leave is requested, the employee must submit a statement from her physician notifying the Board that she should not work past a specific date. The Assistant Superintendent will establish the effective date based upon the ability of the employee to perform the assigned tasks and report of the attending physician.

Section 5 An employee because of a physical disability must request a leave of absence, shall have his/her medical and life insurance premiums paid for a period of the leave of absence by the Board of Education not to exceed twelve (12) weeks which will be concurrent with family medical leave for those employees qualifying under the Family Medical Leave Act.

Section 6 Upon ratification of the contract any employee who is currently receiving benefits under this Article shall be given a thirty (30) day notice of this change.

MILITARY LEAVE

Section 7 Military leave shall be granted in conformance with the Ohio Revised Code.

**ARTICLE 23
HOLIDAYS**

Section 1 All employees within the bargaining unit shall be granted the following holidays with pay:

New Year's Eve Day	New Year's Day
Martin Luther King Day	Presidents' Day*
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	the day after Thanksgiving
Christmas Eve Day	Christmas Day

*If Presidents' Day is not included as a day of non-student attendance, then this day will be considered a paid holiday. In the event Presidents' Day is a scheduled student attendance day and/or is utilized by the Board of Education as a make-up for a calamity day, then this day shall not be considered a paid holiday for employees.

Section 2 Should Presidents' Day be omitted from the school calendar, a future date mutually agreed upon by the Board of Education and the Union shall be granted as a holiday for this date when school is not in session. Food Service employees shall be paid an additional day at the end of the school year.

Section 3 All employees must actually work or be on a Board-approved paid leave the day before and after a holiday to receive holiday pay. An employee who utilizes paid sick leave on the day before or after a holiday shall be required to submit a statement from his/her physician to their department administrator within one (1) business week after the employee returns from sick leave. The failure to provide the physician statement will result in the employee forfeiting their holiday pay.

Section 4 Food Service Employees who do not work during the summer months shall not be entitled to holiday pay for Independence Day.

Section 5 Any of the enumerated holidays, which fall on Saturday, shall be observed on Friday, and those falling on Sunday shall be observed on Monday. If school is in session on Friday or Monday, the holiday will be observed on the day when school is not in session. When school is in session both Friday and Monday, the holiday will be observed on the next scheduled work day when school is not in session.

Section 6 Any employee who shall be required to work on any of the enumerated holidays or days of observance shall receive compensation at the rate of two (2) times the hourly rate of pay plus regular holiday pay.

**ARTICLE 24
VACATION**

Section 1 Each regular employee covered by this Agreement, except employees who work less than ten (10) months, and employees of the Food Service department, shall be entitled to paid vacation credit based upon continuous full time employment with the Board of Education as follows:

After twelve (12) months of service	Two (2) weeks
After nine (9) years of service	Three (3) weeks
After fifteen (15) years of service	Four (4) weeks
After twenty-five (25) years of service	Five (5) weeks***

***(This shall not be applicable to new employees hired after July 1, 2008)

Section 2 No employee will be eligible for vacation until he/she has worked one year in which the employee receives benefits under the terms of the Agreement.

One year is defined as:

Buildings & Grounds employees	260 days
Food Service employees	180 days

It is agreed that this provision shall not be effective for any individual employed prior to August 1, 1987.

Section 3 Each employee shall receive his vacation pay on the last pay period prior to his vacation, when feasible, if thirty (30) days notice is given to the Business Office.

Section 4 Food Service employees who work less than ten (10) months, shall receive

After the completion of one (1) school year	One (1) week
Five (5) years of service	Six (6) days
Ten (10) years of service	Nine (9) days

Fifteen (15) or more years of service shall receive a total of eleven (11) days to be paid at the end of the school year.

Any Food Service employee hired after July 1, 2008 shall not be entitled to vacation leave in accordance with the provisions of this Article.

Section 5 All employees are to be paid at the end of the school year, in accordance with the number of hours normally worked.

Section 6 All new employees in the Buildings and Grounds Department must work one year to become eligible for vacation. After working his/her first year an employee must

request his/her vacation days; however, the number of days granted on July 1 following his/her first anniversary date will be prorated based on the number of days worked since the anniversary date. Thereafter, the number of days of vacation granted will be based on the number of years of service as specified in Section 1 or Article 24.

Section 7 When an employee resigns, the number of vacation days granted will be prorated based on the number of days worked since July 1.

When an employee retires, the number of vacation days granted will be calculated as follows:

- a. If the employee works through December 31 of the year in which he/she retires, the employee shall receive pay for all vacation days for the year.
- b. If the employee retires prior to December 31, he/she shall receive prorated vacation pay based on the number of days worked since January 1.

Section 8 All time lost due to layoff or authorized leave of absence which exceeds two (2) months shall not be used when computing vacation time.

Section 9 Employees who are not full time employees will not be entitled to vacation credit. This includes all students and persons employed as substitutes.

Section 10 In the event an enumerated holiday falls during the vacation of an employee, he shall not be charged a vacation day for said holiday.

Section 11 In the event of death, retirement, discharge, or leaving the service of the Board for any other reason, the employee shall receive full payment of all unused or due vacation credit at time of separation. Such payment shall be made to the beneficiary or estate of the employee.

VACATION

Section 12 Vacation periods shall be arranged by mutual agreement between the employee and the immediate supervisor.

Section 13 In each building and in the maintenance department, the senior employee, in length of service with the Board, shall be given preference in first choice of vacation periods, if such request is submitted on or before April 1st of each year. Vacation requests after that date shall be considered on a 1st come-1st served basis.

Section 14 All vacation requests are subject to the following conditions:

Section 15 Except when using vacation day(s) after sick leave days are depleted (Article 17, Section 7), vacation request shall be submitted in writing, at least ten (10) days prior to the date of requested vacation. The immediate supervisor shall respond to the vacation request (approve or reject), in writing, within five (5) days of the written request.

- Section 16 Vacation shall not be approved during the last two (2) weeks prior to the beginning of the school year. Vacation must be approved by supervisors during winter break and/or spring break. The denial of vacation during this period of time shall not be arbitrary or capricious. However, the Union may not submit a denial of vacation during these periods of times to arbitration in the grievance process.
- Section 17 In schools with no more than two (2) persons in a building, no more than one (1) person in a building shall be allowed to be on vacation at the same time. In schools with more than two (2) persons in a building, no more than two (2) persons in a building shall be allowed to be on vacation at the same time. Additional employees may be granted vacation during the same period.
- Section 18 Vacation shall not be granted for more than fifteen (15) consecutive workdays. Additional days may be granted.
- Section 19 The employee may cancel a scheduled vacation at any time, but the rescheduling of such shall comply with the provisions effective after the April 1st date.
- Section 20 An employee may accumulate no more than sixty (60) vacation days at any time.
- Section 21 Effective Jan 1 2021, Food service employees who transfer into buildings and grounds shall be credited with years of service for purposes of calculating the number of weeks of vacation leave for which they may be eligible. Each year of full-time employment in Food Service (i.e. at least 7 hours worked per day at 180 days per year) shall count as 0.70 years of service as applied to the 260 day Buildings and Grounds position (i.e. 1.0 FTE in food service x 0.70 = 0.70 years of service credited towards vacation in buildings and grounds). This number may be further reduced by the fraction of a full day worked by a food service employee in any given year (i.e. 0.50 FTE in food service x 0.70 = 0.35 years of service credited towards vacation in buildings and grounds.) Work performed during summer months shall be counted and calculated when determining vacation.

**ARTICLE 25
RETIREMENT PAY**

REGULAR RETIREMENT

Section 1 The Board of Education will pay Retirement Pay when an employee retires, for unused sick leave (earned during employment with the Hamilton City School District*) up to 295 days at the following rate:

First 150 days at 1:4; and
All remaining unused sick leave at 1:2.

* This portion affects ONLY employees hired after the ratification date of this Contract.

Section 2 To be eligible for retirement pay, an employee must have been under contract to the Hamilton City School District during his/her final year of employment. Employee must be eligible for retirement as of the last date of the employee's service with the District and evidence of retirement benefits must be presented from a State of Ohio retirement system.

Section 3 In the event of the death of the employee during the period from the last employment date and the showing of evidence of retirement benefits, the employee's beneficiaries would receive payment of unused sick leave in accordance with the retirement provisions stated in Article 25, provided the employee had worked for Hamilton City School District for at least five (5) years.

**ARTICLE 26
NO JOB ACTION/LOCKOUT**

Section 1 The Union agrees that during the term of this Agreement neither it nor its officers, agents, or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bantering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Hamilton City School District or interrupt or interfere with any of the operations of the District.

Section 2 In the event of any violation of the above, the Union agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operations of the District.

Section 3 It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action as determined by the Board. In addition, a violation of this clause will represent a breach of this contract and render all agreements, herein, null and void.

Section 4 At no time during the term of this Agreement will the Board lock out employees covered by this Agreement. Any closing of schools necessitated by economic

conditions or such other conditions mandated or directed by the Board shall not be deemed a lockout under this Section.

ARTICLE 27 SAFETY

- Section 1 The Board shall provide a set of basic hand tools needed daily in the performance of work to each school or unit for the purpose of repairs or miscellaneous use. The Board will furnish any special tools needed in the individual school building.
- A. Employees shall be trained in safety as appropriate for the job.
 - B. Employees shall promptly report unsafe conditions or unsafe practices by other employees on a written form to his/her supervisor who shall promptly investigate the situation and correct any unsafe conditions.
 - C. Failure to follow proper safety procedures or use of proper safety equipment may be cause for disciplinary action.

SAFETY COMMITTEE

- Section 2 A committee of one employee from each classification shall be established and shall be known as "Safety Committee." This committee shall meet quarterly for the purpose of establishing safety needs and procedures. All maintenance trucks will be equipped with first aid kits, safety glasses and hard hats to be worn in situations deemed appropriate by the Safety Committee. All employees should wear sturdy shoes. This excludes sneakers, gym shoes and sandals.

SAFETY OF EQUIPMENT

- Section 3 The Board shall work with the Safety Committee to insure all employees of a safe working environment to prevent unnecessary injuries or accidents. All employees shall report unsafe equipment to the Director of Buildings & Grounds and the Safety Committee. The director shall order said equipment inspected and/or repaired, if needed. All motor vehicles owned by the Board or driven by bargaining unit members shall be in safe working condition.
- Section 4 All employees are responsible to report, at the end of their shift, if they have any knowledge of unsafe equipment that may cause injury or death to employees or citizens, or any other unsafe conditions.

ARTICLE 28 DRUG/ALCOHOL TESTING

- Section 1 All employees shall be subject to drug and alcohol testing pursuant to the following:

Section 2 ALCOHOL CONCENTRATIONS

No employee shall report to duty or remain on duty for the Board having an alcohol blood concentration of 0.02 or greater.

Section 3 ALCOHOL POSSESSION

No employee shall be on duty while the employee possesses alcohol.

Section 4 ON-DUTY USE

No employee shall use alcohol while on duty.

Section 5 USE FOLLOWING ACCIDENT

Employees driving a Board-owned vehicle or a personal vehicle to conduct Board business or while on duty shall be required to take a post-accident alcohol test and shall not use alcohol or drugs for eight (8) hours following an accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first.

Section 6 CONTROLLED SUBSTANCE ABUSE

No employee shall report for duty or remain on duty when the employee uses, is under the influence, or possesses any controlled substance except when the use or possession is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her required job duties.

Section 7 CONTROLLED SUBSTANCE TESTING

No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.

Section 8 REFUSAL TO SUBMIT TO REQUIRED ALCOHOL OR CONTROLLED SUBSTANCE TEST

No employee may refuse to submit to a required alcohol or a controlled substance test. An employee refusing to undergo such tests will not be permitted to remain at work and will be treated as having failed the prescribed alcohol or drug test.

Section 9 PRE-EMPLOYMENT

Prior to the first time an employee performs duties for the Board, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires and any existing employees transferred to any position requiring a duty of driving a motor vehicle. The Board is under no obligation to hire any applicant who fails a drug or alcohol test or to allow a person to transfer to any existing position if the employee has failed an alcohol or drug test.

Section 10 POST-ACCIDENT TESTING

As soon as practical after an accident involving a motor vehicle while on duty, an employee may be tested for alcohol and controlled substances. An accident is deemed as one that involves the loss of human life or injury to human life or the

driver receives a citation from state or local law enforcement agency for a moving traffic violation arising from the accident.

Section 11 REASONABLE SUSPICION TESTING

All employees are required to submit to testing based on "specific, contemporaneous, articulable" observations concerning the appearance, behavior, speech or body odors of the employee. Reasonable suspicion testing is authorized during, just preceding, or just after an employee's shift.

Section 12 RETURN TO DUTY TESTING

After an employee fails to pass an alcohol or controlled substance test, the employee will be required to undergo and pass another test before the employee is permitted to return to duty.

Section 13 FOLLOW-UP TESTING

Employees who are reinstated after problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing.

Section 14 THE CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS

1. ALCOHOL. Following a determination of employees who violated the alcohol prohibitions, including having a test result of 0.02 or greater, the employee will be terminated from his/her position of employment with the Board.
2. CONTROLLED SUBSTANCES. Following a determination that an employee has misused controlled substances, as determined through testing, the policy requires that the employee be terminated from his/her position of employment with the Board.

**ARTICLE 29
MISCELLANEOUS**

SAVINGS CLAUSE

- Section 1 Should any provision of the Agreement be found to be in violation of any Federal, State, or Municipal law, Order by a Court of Competent Jurisdiction, or Federal or State Administrative Ruling, all other provisions shall remain in full force and effect for the duration of this policy. Any provision in this Agreement found to be in violation will be discussed and resolved by a meeting of the Administrative Assistant of Business and Planning and AFSCME, Local #468, Ohio Council 8, within twenty (20) days.

COMPLETE AGREEMENT

Section 2 This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between the school district and the Association and constitutes the entire agreement between the parties.

CLOSURE CLAUSE

Section 3 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, and constitute the entire contract between them and settle all demands and issues on all matters within the scope of negotiations.

CONTRARY TO LAW

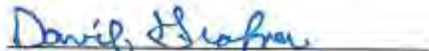
Section 4 Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement.

**ARTICLE 30
TERM OF AGREEMENT**


This Agreement is the complete Agreement between the parties and shall be in full force and effect from August 1, 2020 through July 31, 2022. All items are complete for the remainder of the Agreement.

In Witness thereof, the parties hereto set their hand this 10 day of December, 2020.


FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL #468



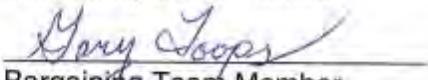
President - Local #468



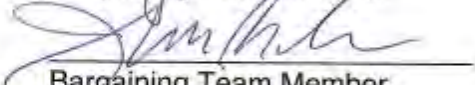
Bargaining Team Member




Bargaining Team Member



Bargaining Team Member

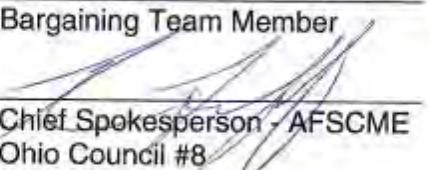


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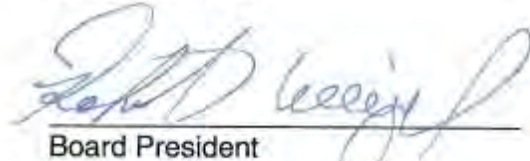
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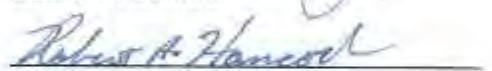


Chief Spokesperson - AFSCME
Ohio Council #8

FOR THE HAMILTON CITY BOARD
OF EDUCATION



Board President



Treasurer

APPENDIX A

WORKER'S COMPENSATION

Section 1 An employee who becomes disabled in the performance of their work shall file an injury claim with the Ohio Bureau of Worker's Compensation within the required time. The Board shall furnish all employees the required forms, and make record of on-the-job injury, such to be recorded in the employee's personnel record.

Section 2 When an employee is absent because of an injury incurred in the line of duty, or because of occupational disease, the employee shall be on regular sick leave for the first five (5) work days of such injury or disease, after which he shall continue to use sick leave or workmen's compensation. Upon request of the employer, the employee or his or her physician must submit all pertinent information regarding eligibility of this leave before such leave will be granted. The continuation of his or her eligibility leave shall be based upon a physician's progress report at the employer's request. An employee who is eligible for injury time may return to regular sick leave, if the injury or disease continues past this time.

A. Continuation of Pay

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury, may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC). This continuation of pay policy is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve; and, hence, a lower premium regarding each case.

This policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject. The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for Worker's Compensation coverage.

1. Continuation of Pay (COP)

COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

2. Definition

COP is full continuation of full hourly wages and benefits.

Continuation of pay is not payable unless the employee makes a worker's compensation claim, it is certified by the District, and the employee has provided all necessary documentation to include any and all District injury report forms. The BWC first report of injury (FROI), medical releases, MCO forms, third-party administrator forms and any other related records required by the risk manager or supervisor. The risk manager shall be the approval authority for all COP. COP shall only be approved if it is fiscally responsible for the District by positively impacting the District's BWC premiums.

Continuation of pay premiums are computed on the basis of the employee's base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated. Seasonal, temporary and intermittent employees will qualify for continuation of pay at their base rate for the period of time the appointment was approved. Time authorized under continuation of pay is considered time worked for employees still in their probationary period, if any.

An employee continues to accrue sick and vacation leave while on continuation of pay if they would have otherwise accrued such leaves. An employee who would not otherwise accrue such leaves shall not accrue leaves under this policy.

Increments of COP must be approved by the risk manager, at his discretion and when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave.

Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Worker's Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement.

A return to work does not eliminate eligibility for the balance of continuation of pay in the future if a medically documented flair-up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

An injured employee receiving continuation of pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, injury leave, vacation, supplemental contract pay, etc.) or

temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.

Continuation of pay may be paid for medical appointments documented under an approved transitional duty program and approved by the risk manager.

Time authorized under continuation of pay is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee.

3. To be eligible for COP:

- A. The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. Currently, the date of injury must occur during the most recent four, full calendar years or during the current calendar year.
- B. The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for continuation of pay under the transitional duty policy with reimbursement for documented medical appointments or gradual return to work program.
- C. An employee is not paid continuation of pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the Bureau of Workers' Compensation, except as the transitional duty policy may apply.
- D. The claim must be certified by the District, if a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, continuation of pay is paid retroactively, provided it is advantageous to the District's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick, vacation, or personal time pending a decision on allowance. This time is reimbursed hour-for-hour upon allowance by the BWC or the Industrial Commission.
- E. Appropriate medical documentation, the District Injury Report Form, medical releases, the FROI, any managed care organization (MCO) forms, and any third-party administrator (TRA) form are provided as determined by the risk manager.
- F. The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the risk manager, and health providers.

B. Transitional Duty

Transitional duty is designed to allow an employee to safely return to work with temporary physical limitations and resections which may prevent the employee from performing all of his/her assigned duties.

Transitional duty applies only to work-related Workers' Compensation injuries or illnesses and is not to be considered as an official position or job. Transitional duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional duty is applicable only when it is deemed medically reasonable that full recovery is expected to occur within twelve (12) weeks. Transitional duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

To be eligible for transitional duty, an employee must complete all related injury investigation forms, first report of injury (FROI) forms, medical releases, and any other documents required by the physician, the managed care organization (MCO), the employer, and the third-party administrator.

Transitional duty is implemented upon the availability of transitional duty by the employer and/or the availability of prearranged third parties, such as local charitable and civic organizations. The risk manager shall be the approval authority for all transitional duty. Full regular wages are paid during transitional duty.

Transitional duty can be less than full-time with continuation of pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he/she will work four (4) hours and receive his/her regular wages and then receive four (4) hours of continuation of pay upon submission of supporting medical documentation of the time spent in therapy.

Continuation of pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available continuation of pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

An employee on transitional duty who has exhausted all available continuation of pay may elect to use available paid leave or leave without pay.

An employee cannot work a second job within or outside of the District and work transitional duty unless approved by the risk manager.

The goal of transitional duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department/classification.

If an employee is offered transitional duty and refuses a transitional duty offer within his or her medical limitations, the employee cannot elect continuation of pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid transitional duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a transitional duty offer that is within the medical limitations.

An employee may elect to use sick leave, vacation leave, or personal leave time if the employee refuses transitional duty. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A transitional duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand-delivered to the employee. If hand-delivering the offer, be sure to obtain the injured worker's signature and date received on the employer's copy.

Time spent in transitional duty is considered time worked for employees still in their probationary period.

To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the managed care organization (MCO), third-party administrator (TPA), risk manager, health providers, and his/her supervisor.

C. Drug-free Workplace Program

The Board may implement a drug-free workplace program in accordance with the Ohio Bureau of Worker's Compensation's guidelines at Level 1. Such a program will require drug testing prior to employment, after accidents that require medical attention, and/or upon reasonable suspicion of impairment or intoxication as determined by the administration. In the event an employee tests positive for drugs and/or alcohol, the employee shall be provided the rights contained at Article 7 as it relates to demotion, discipline and/or termination. Additionally, any employee testing positive for drugs and/or alcohol shall be referred to the Employee Assistance Program provided that an EAP is available through the Board's medical insurance carrier

D. On-line Training

Employees shall be required to complete on-line training annually as provided for by the District. Such on-line training will be during employee's normal work hours. This on-line training shall focus on safe work practices and procedures.

EXHIBIT B

Custodial Maintenance Salary Schedule

Proposed AFSCME Salary Schedule 2020-2021											
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	After 6 Years in classification	After 15 Years of service in classification
SERIES 1											
Electrician, HVAC, Plumber Journeyman	\$25.61	\$26.51	\$27.43	\$28.39	\$29.25	\$30.12	\$30.88	\$31.66	\$32.44		
Food Service Equipment Technician	\$25.61	\$26.51	\$27.43	\$28.39	\$29.25	\$30.12	\$30.88	\$31.66	\$32.44		
SERIES 2											
Carpenter Class I	\$20.79	\$21.52	\$22.27	\$23.05	\$23.63	\$24.22	\$24.82	\$25.44	\$26.08	\$27.38	
Maintenance Class I	\$18.62	\$19.36	\$20.04	\$20.74	\$21.26	\$21.79	\$22.34	\$22.84	\$23.36	\$24.64	
SERIES 3											
Lead Custodian (1200+ students)	\$20.95	\$21.47	\$22.01	\$22.56	\$23.12	\$23.70	\$24.30	\$24.90	\$25.53		
Lead Custodian (1199 students or less)	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37		
Head Custodian (1200+ students)	\$20.70	\$21.22	\$21.75	\$22.29	\$22.85	\$23.42	\$24.01	\$24.61	\$25.22		
Head Custodian (1199 students or less)	\$19.80	\$20.30	\$20.81	\$21.33	\$21.88	\$22.41	\$22.97	\$23.54	\$24.13		
SERIES 4											
Mail Truck Driver	\$16.83	\$17.50	\$18.16	\$18.80	\$19.36	\$19.94	\$20.34	\$20.75			\$21.16
Custodian	\$15.99	\$16.63	\$17.25	\$17.86	\$18.44	\$18.99	\$19.42	\$19.85	\$20.25		\$20.76

*** Long term substitutes (working 60+ consecutive days) will be paid at the Step 1 rate (\$15.99).

Proposed AFSCME Salary Schedule 2021-2022											
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	After 6 Years in classification	After 15 Years of service in classification
SERIES 1											
Electrician, HVAC, Plumber Journeyman	\$25.93	\$26.84	\$27.78	\$28.75	\$29.61	\$30.50	\$31.26	\$32.04	\$32.85		
Food Service Equipment Technician	\$25.93	\$26.84	\$27.78	\$28.75	\$29.61	\$30.50	\$31.26	\$32.04	\$32.85		
SERIES 2											
Carpenter Class I	\$21.05	\$21.79	\$22.55	\$23.34	\$23.92	\$24.52	\$25.13	\$25.76	\$26.41	\$27.72	
Maintenance Class I	\$18.85	\$19.61	\$20.29	\$21.00	\$21.53	\$22.07	\$22.62	\$23.13	\$23.65	\$24.95	
SERIES 3											
Lead Custodian (1200+ students)	\$21.21	\$21.74	\$22.29	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.84		
Lead Custodian (1199 students or less)	\$20.25	\$20.76	\$21.28	\$21.81	\$22.35	\$22.91	\$23.48	\$24.07	\$24.67		
Head Custodian (1200+ students)	\$20.98	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.31	\$24.91	\$25.54		
Head Custodian (1199 students or less)	\$20.05	\$20.55	\$21.07	\$21.59	\$22.13	\$22.69	\$23.25	\$23.83	\$24.43		
SERIES 4											
Mail Truck Driver	\$17.04	\$17.72	\$18.39	\$19.03	\$19.60	\$20.19	\$20.59	\$21.00			\$21.42
Custodian	\$16.19	\$16.84	\$17.47	\$18.08	\$18.67	\$19.23	\$19.68	\$20.10	\$20.50		\$21.02

*** Long term substitutes (working 60+ consecutive days) will be paid at the Step 1 rate (\$16.19).

Food Service Salary Schedule

Proposed AFSCME Salary Schedule 2020-21								
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	15+
General Worker	\$12.22	\$12.67	\$13.14	\$13.63	\$14.13	\$14.70	\$15.51	\$15.89
Grades 7-12 Cooks	\$14.15	\$14.68	\$15.23	\$15.80	\$16.75	\$17.59	\$18.56	\$18.93
Grades PK-6 Cooks	\$13.29	\$13.79	\$14.32	\$14.88	\$15.55	\$16.25	\$17.22	\$17.65
Grades 7-12 Manager	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.61	\$23.06
Grades PK-6 Manager	\$15.25	\$15.82	\$16.42	\$17.03	\$17.67	\$18.33	\$19.02	\$19.40

*** Long term substitutes (working 60+ consecutive days) will be paid at the Step 1 rate (\$12.22).

Proposed AFSCME Salary Schedule 2021-22								
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	15+
General Worker	\$12.37	\$12.83	\$13.31	\$13.80	\$14.31	\$14.88	\$15.70	\$16.09
Grades 7-12 Cooks	\$14.33	\$14.86	\$15.42	\$16.00	\$16.96	\$17.81	\$18.79	\$19.16
Grades PK-6 Cooks	\$13.46	\$13.96	\$14.50	\$15.06	\$15.74	\$16.45	\$17.44	\$17.87
Grades 7-12 Manager	\$18.62	\$19.27	\$19.95	\$20.64	\$21.37	\$22.11	\$22.89	\$23.35
Grades PK-6 Manager	\$15.44	\$16.02	\$16.62	\$17.24	\$17.89	\$18.56	\$19.26	\$19.64

*** Long term substitutes (working 60+ consecutive days) will be paid at the Step 1 rate (\$12.37).