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427198**ARTICLE 1 TERMS OF AGREEMENT**

This Agreement entered into by and between the Board of Education of the Oak Hill Union Local School District, hereinafter referred to as the "Board", and the Oak Hill Union Local Independent Employees, of which is hereinafter referred to as the "Association". The terms and conditions of this Agreement are effective for the period commencing the first day of July 1, 2010 and terminating June 30, 2011.. Effective July 1, 2010 the salary schedule shall increase 2.15% on base.

ARTICLE 2 RECOGNITION AND NEGOTIATION PROCEDURE

The Oak Hill Union Local School District Board of Education, hereinafter referred to as the Board:, recognizes the Oak Hill Union Local Independent Employees (OHULIE), hereinafter referred to as the Association, as the sole and exclusive bargaining agent of the bargaining unit consisting of classified employees of the District for the purpose of negotiation with respect to wages, hours, the terms and conditions of employment, and the work they perform. For the purposes of these negotiations, the terms "classified employees and employees shall mean all full-time and regular part-time non-certificated employees of the Board. The bargaining unit includes all full-time and regular short hour employees in the following positions or classifications which are regularly assigned to a work schedule:

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|----------------------------|----------------------------|
| A. Bus Drivers | F. Groundskeeper/Custodian |
| B. Head Cooks | G. Principal's Secretaries |
| C. Cooks | I. Head Mechanic/Mechanic |
| D. Teacher/Classroom Aides | J. Secretaries |
| E. Custodians | K. Cafeteria Aide |

The recognition shall remain in effect from year to year. Thereafter, provided a majority is maintained by OHULIE, OHULIE agrees upon request to certify majority membership by affidavit signed by the designated representative of the Local. Any organizations requesting an election to determine bargaining must follow all legal regulations enacted by the State of Ohio.

ARTICLE 3 AGENDAS AND MINUTES

The Association will be provided with copies of all Board agendas, minutes, and financial reports upon specific request to the Superintendent by the President of the Association. Complete minutes, agendas, and financial reports of the Association will be provided the Board when requested.

ARTICLE 4 EMPLOYEE RIGHTS/FAIR SHARE FEES

Employees have the right to:

1. Engage in concerted activities for the purpose of collective bargaining.
2. Be represented by an employee organization.
3. Engage in collective bargaining.
4. Present grievances and have the grievances resolved without the aid of an organization (except the organization has the right to be present).
5. All full time and the regular short hour employees may enter into a supplemental contract for a specific assignment at agreed upon wage provided it does not reduce other employee's hours or wages.
6. In regards to union security and dues/fees deductions, all employees of the Bargaining Unit shall become either:
 - a. A member of Oak Hill Union Local Independent Employees will execute an authorization for dues deduction on a form provided by OHULIE, or;
 - b. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for membership, a service fee in the amount set forth in written notification by the Local Treasurer, such notice to be provided not later than August 20th of each school year. Such fee shall be required as a condition of employment following a Probationary Period of sixty (60) days following employment.

MOU amended 2/27/2008

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 © of the Ohio Revised Code and that a procedure for challenging the amount of the service fee has been established and will be given to each member of the bargaining unit who does not join the Association, and to the Superintendent upon request, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the real of collective bargaining.

- c. Any employee of the Bargaining unit who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fair share fee. However, such employee shall pay in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501C (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OHULIE

Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions, as would nonpayment of Union dues under the Agreement.

d. In no case shall the monthly service fee be in excess of the regular OHULIE membership dues.

e. All Bargaining Unit Members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.

f. Such deductions shall be made in twenty-four (24) equal installments beginning with the second pay in August. Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the durations of the term of recognition of OHULIE as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the Fair Share Fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st. Should a member withdraw during the withdrawal period, the Board Treasurer shall then deduct according to Article 4, Section 6-B.

g. Payroll deductions shall occur immediately upon request or in the case of new employee(s), following the probationary period.

MOU amended 2/27/2008

h. The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

- i. The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;***
- ii. The Association shall reserve the right to designate counsel to represent and defend the employer;***
- iii. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;***
- iv. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.***

ARTICLE 5 MANAGEMENT RIGHTS

1. Develop and carry-out inherent managerial policy.
2. Direct, supervise, evaluate, and hire employees.
 - a) New hires – the management right of 30 – 60 – and 90 day evaluation;
 - b) Seniority of same classification to be determined by coin toss at the time of hire board meeting.
3. Administer efficiently and effectively the operation of the school system.
4. Determine overall methods and personnel needed by school district.
5. Lay-off, transfer, assign, schedule, promote, or retain employees in accordance with negotiated agreement.
6. Suspend, discipline, demote, or discharge for just cause.
7. Determine adequacy of employees.
8. Determine over-all missions of school system.
9. Effectively manage the workforce.
10. Take necessary action to carry out the mission, including, but not limited to, employing temporary help, provided this does not reduce the hours or wages of regular and part-time employees employed under contract.
11. Enter into supplemental contract with regular and short hour employee to perform a specific assignment at agreed upon supplemental contract wage provided it does not reduce other employee's wages or hours.

ARTICLE 6 - ASSOCIATION RIGHTS AND ACTIVITIES

In as much as the Oak Hill Union Local Independent Employees OHULIE is recognized as the sole organization representing non-certified employees; the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

The Board therefore authorizes the Association:

1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board-owned equipment including typewriters, calculators, copiers, public address equipment, audio-visual equipment, and computers (all computer use must be per district computer use policy and district internet use policy) at times which do not interfere with the operation of the school system. Any expendable supplies such as duplicating and typing paper, duplicating masters and stencils, will be supplied by the Association.
3. To use the inter-school mail system in the schools offices to distribute OHULIE Association bulletins, news-letters, or other circulars.
4. To use telephones in any building to carry our OHULIE Association business. Any fees or toll call charges shall be reimbursed to the Board by the OHULIE Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.
5. To allow representatives to call meetings of OHULIE Association members within the building, but not on class time or in conflict with other scheduled meetings.
6. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal of his presence. Visits that are made to discuss special problems of members must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.

ARTICLE 7 DISCRIMINATION

1. Discrimination is prohibited. No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

ARTICLE 8 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiation Teams, The Board, or designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to four (4) members of the bargaining unit and four (4) appointees by the Board, unless both parties agree to change the number of people permitted on each team. Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Association and adoption by the Board, the negotiation teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

2. Up to three (3) professional consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussion unless both parties agree to permit them to address the teams.
3. The expense of such consultants shall be born by the party requesting or hiring them.
4. Necessary clerical assistance may be provided if both parties agree and if such is the case the cost will be shared equally by both the Board and the Association.

ARTICLE 9 EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

ARTICLE 10 REQUEST FOR MEETING

Upon receipt of a written request for a meeting either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall be made one hundred twenty (120) days prior to contract termination date.

ARTICLE 11 - SUBMISSION OF ISSUES

All proposals and issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. Neither party, following the designated meeting, shall submit any additional proposals and issues, unless agreed upon by both parties.

ARTICLE 12 NEGOTIATIONS PROCEDURES

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at on the onset of each session. All meetings shall be held in Executive Session.

ARTICLE 13 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

ARTICLE 14 NEWS RELEASES

The parties shall be permitted to distribute news releases either during negotiations or at the conclusion of negotiations, provided that a copy of such release is given to the other party prior to the distribution.

ARTICLE 15 - PROTOCOL

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented because of such person(s) participation in negotiations. Both sides agreed to conduct themselves in a professional and non-personal manner.

ARTICLE 16 AGREEMENT OF NEGOTIATED ITEM

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for their consideration and action. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative and/or the Local President.

ARTICLE 17 INTENT TO RECOMMEND

Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

ARTICLE 18 DISAGREEMENT

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring an impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of both parties have become intransigent pertaining to unresolved negotiation issues.
3. If either party declares impasse, it is with the understanding that impasse proceedings are declared on all issues where both parties have not reached tentative agreement.
4. The parties shall jointly prepare a request for a Mediator and direct such request to the State Employment Relations Board (SERB). The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
5. The Mediator has no authority to recommend or to bind either party to any Agreements, unless agreed upon by the both parties in advance so that the decision of the mediator will be binding.

ARTICLE 19 PROVISIONS CONTRARY TO LAW

If it is determined by a court of competent jurisdiction or if by reason of any enactment of any law by either the Congress of the General Assembly or any regulation of any agency of the United States or the State of Ohio, all or a part of any provision of this contract is contrary to law, such part shall be deemed null or void to the extent so prohibited, but the remaining provisions shall be in full force and effect herein set forth.

ARTICLE 20 NO STRIKE

There shall be no strike, slow down or work stoppage by employees within the bargaining unit and the Association shall not authorize, approve, consent, or assist in such strike, slow down or work stoppage during the duration of this Agreement.

ARTICLE 21 PAYROLL DEDUCTIONS

1. The Board agrees to deduct from wages of employees the payment of dues authorized by the employee to the Association. Individual authorization for dues and all other deductions must be submitted to the Board Treasurer by August 20.
2. If the amount has been changed from the previous year, then by August 20 of each year the Association will notify the Board Treasurer as the total amount of dues to be deducted. Such notification shall be in the form of a letter signed by the Association President.
3. Monthly payroll deductions shall be forwarded to the Treasurer of the Local Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
4. The authorization for payroll deduction of dues shall be continuous and shall be revocable only during the second full week of August of each year by obtaining the authorized agreed to form available from the Association representative with a copy to be submitted to the Board Treasurer and Association Treasurer.
5. The Association agrees to indemnify and hold harmless the Board and the Administration for any finding arising out of the provisions of this Article or upon reliance of authorization cards submitted by the Association to the Board.

ARTICLE 22 GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is any dispute between an Employee or the Association and the Board or the Administration concerning the interpretation or application of any provisions of this Agreement. This grievance and arbitration procedure shall be the means of settling all grievances.

1. Representative: The Association shall designate one representative and one alternate representative as its grievance representative in each school building. Any employee may consult this representative for assistance with a grievance.

A day in this section shall mean an administrative workday.

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to the grievances that may arise from time to time. Grievances involving an administrator will be advanced to a level of the formal procedure so as not to have the same administrator addressing the grievance. The Grievance and Arbitration Procedure shall be the means of settling all grievances.

Both parties agree that grievance proceedings should be handled in a confidential manner.

Nothing contained herein shall be construed as limiting the individual rights of an employee, having a grievance, to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the provisions of this Agreement.

An aggrieved employee shall initiate action on a grievance under the grievance procedure within twenty-one (21) days of the event upon which the grievance is based. If the initiation of such action is longer than twenty-one (21) days, the right to use the grievance procedure shall be deemed waived unless otherwise agreed by both parties to this Agreement.

2. Procedure: The time limits provided herein shall be adhered to strictly as maximums for each grievance to ensure rapid resolution of problems and issues concerned, unless otherwise agreed by both parties to this Agreement. Lack of adherence to the time limits by the aggrieved shall result in the resolution of the grievance on the basis of the answer of the party against whom the grievance has been instituted at the previous step of the grievance procedure. Lack of adherence to the time limits by the Board or Administration shall result in the resolution of the grievance on the basis of the relief requested by the aggrieved. Time limits may be extended only by mutual agreement of all parties concerned.
3. Level One - Informal: Within twenty-one (21) days of an event upon which a grievance is based, the grievant shall discuss the problem with grievant (s) immediate supervisor. The grievant may do this alone or with his/her grievance representative.
4. Level Two - Formal: In the event the aggrieved employee is not satisfied with the discussion and resolution at the informal meeting or no decision has been rendered within five (5) days after the informal meeting, the grievant may inaugurate formal proceedings. Formal proceedings must be inaugurated by the filing of a written grievance within twenty-eight (28) days of the event upon which the grievance is based.

In all levels of the formal proceedings official Grievance Report Forms shall be made in triplicate: one (1) for the aggrieved, one (1) for the administration, and one (1) for the Association.

Within five (5) days of the filing, a hearing shall be arranged between the aggrieved, the immediate supervisor, and one Association representative and other parties needed to give information relative to the grievance. The disposition by the Supervisor shall be added by the Supervisor to the Grievance Report Form in triplicate within five (5) days after this hearing.

5. Level Three: If the aggrieved employee is not satisfied by the disposition of the immediate Supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative within seven (7) days after receipt, in writing, of the Supervisor's answer at Level One, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within five (5) days a hearing shall be held between the aggrieved, the Superintendent, or his/her designated representative (who must be someone other than the aggrieved employee's immediate supervisor), and a representative of the Association, and other parties that may be needed to give information relative to the grievance.

The disposition of the Superintendent or his/her designee shall be completed in writing within five (5) days after this hearing.

6. Level Four: If the aggrieved employee is not satisfied with the disposition in Level Two, he/she may advance the grievance to the Board of Education of Oak Hill Union Local Schools. The grievance shall be heard at the next regular scheduled School Board meeting. The hearing shall be held in executive session. The Board shall render a decision within five (5) days of the Board meeting in which the grievance was heard, in writing.
7. Level Five: If the aggrieved employee and the Association are not satisfied with the disposition in Level Four, the Association may request, in writing, that the grievance be submitted to arbitration within fourteen (14) days after receipt of the decision of the Board of Education.

The grieving party may institute arbitration proceedings concerning a grievance not later than fourteen (14) days following the receipt of a written request for arbitration submitted by the aggrieved, by serving a written demand on the other party specifying the nature of the grievance and the reasons therefore, including reference to the specific provisions of this Agreement in dispute. However, the right to arbitrate any such dispute shall be deemed waived if the grieving party fails to institute arbitration proceedings within such fourteen (14) day period following the date of receipt of the written request by the aggrieved.

Each referral to arbitration shall embrace one (1) grievance and one (1) such matter in dispute, unless otherwise stipulated by agreement between the Association and the Board.

Within twenty (20) days following receipt of such written demand, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of arbitrators from which the parties may make such selection. In the event the party's first list of arbitrators does not produce an agreeable selection, the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association shall be followed for alternate lists.

The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

The fees and expenses of the arbitrator shall be borne by the losing party to the arbitration in all cases where the grievance is either sustained or denied in its entirety. In all other cases, the fees and expenses of the arbitrator shall be borne equally by the Association and the Board.

ARTICLE 23 - DISCIPLINARY ACTION

1. No disciplinary action, demoting, terminating, or suspending with or without pay shall be taken without first having had a hearing if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of hearing. The written statement shall notify the employee of his/her right to Association representation. The employee must be served the statement of charges and time and place of hearing within 15 working days after receipt of a written complaint. Said hearing will be set within 15 working days, otherwise any disciplinary action by the Board shall be untimely and considered void, unless otherwise agreed by both parties.
2. Disciplinary action shall consist of recourse designed to improve the quality of the employee. The measures of discipline shall follow in the order listed below:
 - a. First Offense - Written warning stating the reason/s for the disciplinary action, following a conference.
 - b. Second Offense - Written disciplinary action with a hearing (if requested).
 - c. Third Offense - Disciplinary hearing with possible suspension or termination.

The above steps shall be followed, except in cases where the presence of the employee on the job or at their work location shall pose threat to the health, safety, or welfare to him/herself or to others.

3. The employee may appeal any disciplinary action beginning at the lowest Administrative level above the originating level within twenty one (21) days of written reprimand.
4. If the matter is not satisfactorily resolved at this level, the employee may proceed either to arbitration or other available regulatory relief.

5. Disciplinary action recorded in an employees personnel file will remain in the file as per the Ohio Revised Code. After five (5) years the record may not be used for employment purposes.

ARTICLE 24 JOB DESCRIPTION

1. The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
2. Prior to any change in any job description covered under this Agreement, OHULIE shall be notified of such changes anticipated and the effective date of such change. Employees affected by changes in job descriptions shall be given the opportunity to provide input into the changes anticipated before they become effective.

ARTICLE 25 – WORKER' S COMPENSATION

1. All employees covered under this Agreement are protected under the State Worker' s Compensation Act of Ohio, in cases of injury or death incurred in the cause of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application may be filed with the Bureau of Workers Compensation.

ARTICLE 26 SICK LEAVE

Sick leave credit shall be accumulated at the rate of 1 1/4 days per month and at a maximum of fifteen (15) days per year.

Each employee's maximum accumulation shall be one contract year plus 143 days.

The Board shall grant each beginning employee a minimum of ten (10) days advance sick leave upon employment. If the employee leaves the employment of the Board before ten (10) days have accumulated, the difference between the accumulated and the used days shall be deducted from the final pay due the employee.

Any employee transferring to the employment of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 124.38 of the Ohio Revised Code.

The Board shall report unused accumulation to each employee in August of each year. Sick leave may be used for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employee's or children, and disability due to pregnancy, during periods when the employee is not on maternity leave. Such leave shall be limited in accordance with the following paragraphs:

1. An employee may use up to five (5) days accumulated sick leave for death of the following immediate family members: spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or anyone living in the same household as the employee.
2. An employee may use one (1) day accumulated sick leave for death of the following family members: aunts, uncles, nieces, and nephews.
3. An employee may use accumulated sick leave for illness in the immediate family. Immediate family, according to this paragraph, shall be spouse, children, mother, father, father-in-law, mother-in-law, and grandchildren, also anyone living in the same household as the employee.
4. No employee shall be charged a day of sick leave when school is not in session for reasons other than regularly scheduled vacations.
5. Employees granted sick leave shall be replaced by a substitute according to the Board adopted policy governing employment practices.
6. Each employee will complete a form requesting payment for sick leave used. The employee will state reason for use of sick leave. If medical attention is required the employee will state name and address of doctor and date(s) of visit(s).

Sick Leave Bank -Each employee may contribute one day of his/her accumulated sick leave to the sick leave bank. Each member upon approval of the Superintendent may make additional donations. Only contributors can draw from the bank.

1. Establishment:

- a. Each employee may contribute one day of his/her accumulated sick leave to the sick leave bank during the enrollment period. The enrollment period will be the first two weeks of each school year. New employees will have two weeks to enroll. The donated day is not returnable.
- b. The initial membership enrollment period will extend until September 1, 2000. If ten (10) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.
- c. During the year additional days may be donated by the bank members upon approval of the Superintendent.

2. Operational Procedure

- a. Loans from the sick leave bank will be limited to those individuals who have contributed to the bank any time.

- b. A loan will be limited to days of personal illness. A doctor's statement is required with the application to be considered for a loan. Applications for loans will be submitted to the Superintendent.
 - c. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave as prescribed under Article 27, Sick Leave.
3. Loans and Payback Procedures
- a. The maximum number of days that a person may borrow per school year is 10% of the total of the days in the bank at the end of the enrollment period.
 - b. The member who borrows days will pay back each year the days at the rate of 50% of his/her annual accumulated sick leave at the end of the contract year until the total number of days has been restored to the bank.
 - c. Any person who leaves district employment while indebted to the bank for sick days shall cause said days to be deducted from the final pay due the employee.

ARTICLE 27 DISABILITY LEAVE

- 1. After an employee's accumulated sick leave has been used up, should further physical or mental disability occur from personal illness, injury, exposure to contagious disease, or disability due to pregnancy during a period when the employee is not on maternity leave, disability leave, without pay or benefits, shall be used for the remaining period of such disability as authorized by the Administration. The employee in such cases shall make a written application for disability leave of absence, without pay. A statement must accompany this application from the attending physician indicating the nature of the illness and a definite recommendation that the employee be relieved of his/her duties.
- 2. At least thirty (30) days before an employee on disability leave expects to resume his/her duties, the employee must request reinstatement in writing. Not less than ten (10) days before termination of a disability leave, a physician's statement must be submitted by the employee. This statement shall certify that the employee has been examined and is able to resume his/her duties when the leave of absence expires.

ARTICLE 28 MATERNITY LEAVE

It is recognized that pregnant employees may desire a consecutive period of time for leave during and after pregnancy. It is further recognized that the pregnant employee may desire this leave to include periods of time during which she is not physically or mentally disabled as a result of the pregnancy, as well as those periods when she is so disabled.

- 1. When a pregnant employee desires a period of time for leave due to maternity reasons and to return to the employ of the Board at a future date she must make written application to

the Superintendent for a leave of absence without pay or benefits. Such application must be accompanied by a physician's written statement stating the approximate date of delivery. This leave of absence may become effective at any time during pregnancy. This leave must become effective no later than the last expected date prior to delivery on which the employee will be physically and emotionally capable of performing all the duties and functions of her position, with said date to be established by a physician's written statement. To request the termination of a maternity leave, the employee must submit to the Superintendent, by registered mail with receipt requested, a written statement from her physician certifying that she is able to resume her duties in the schools. This written statement shall be submitted no later than thirty (30) days before the beginning of the next school semester. Failure to submit this statement in a timely matter will result in the loss of reinstatement rights for the next succeeding semester. The Superintendent may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the physician's certification and the employee's notification that she is ready for assignment. For the purpose of this provision, and item 2 below, the summer vacation period between school years shall not be considered a semester.

2. The maximum amount of leave granted for a maternity case shall be the remainder of the school year in which the leave becomes effective and one additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent, in writing, of her intention to return to service at least 120 days before she expects to resume her duties. Failure to comply with this regulation shall be deemed an automatic resignation.
3. The Administration may initiate maternity leave for a pregnant employee in accordance with the Board policy and the law at any time during an employee's pregnancy.
4. In the event of legislative action affecting these maternity leave provisions, or in the event of decisive court action to that effect, the parties agree to reopen negotiations only on the affected maternity leave provisions in question. In the event of a court decision from which a party at interest shall appeal, the parties to this Agreement shall reopen negotiations as provided above and the Board shall otherwise proceed in the implementation of the Courts decision unless a stay of execution is obtained.

ARTICLE 29 ADOPTION LEAVE

An employee who adopts a child will be granted a leave of absence, without pay or benefits, for a maximum of the remainder of the semester in which the leave becomes effective and one school year. Such leave will be granted upon written application made to the Superintendent thirty (30) days prior to the date of adoption. When an employee elects to use the maximum amount of adoption leave provided, the employee shall inform the Superintendent, in writing, of his/her intention to return to service at least 120 days before the employee expects to resume his/her duties. Failure to comply with this notice provision shall be deemed an automatic resignation.

ARTICLE 30 PERSONAL LEAVE

At the beginning of each school year each employee shall be credited with three (3) unrestricted days of paid personal leave.

Personal leave shall be non-accumulative; unused personal leave will be converted to accumulated sick leave until the maximum (as specified elsewhere in this Agreement) is reached.

Any employee using personal leave shall notify his/her immediate supervisor at least twenty-four hours in advance except in cases of emergency.

ARTICLE 31 JURY DUTY

Employees, upon written request to the Superintendent, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Upon submission of proof of jury service, the employee shall be paid the difference between his/her jury pay and

his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

ARTICLE 32 MILITARY LEAVE

In accordance with Section 3319.14 of the Ohio Revised Code military leave of absence, without pay, shall be granted to any regular contract employee who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.

Any employee whose services in the Oak Hill Union Local School District has been interrupted by active duty in the armed forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Revised Code, and shall be given full credit in the salary schedule for such service.

Military leave shall be granted pursuant to Section 5923.05 of the Ohio Revised Code.

ARTICLE 33 ASSAULT LEAVE

Any employee who is absent due to physical disability resulting from an assault by a student during the course of Board employment, or by any other person on school district property shall, upon written request, be granted a leave of absence with full pay and benefits for the period of such physical disability in accordance with a physician's written statement. The statement will specify the time needed for recovery and the nature of any medical treatment necessary. After 12 continuous months of assault leave, leave is terminated and the employee must use sick leave and/or seek disability if applicable.

ARTICLE 34 PROFESSIONAL LEAVE

1. A professional leave shall be granted when approved by the Oak Hill Union Local Board of Education in an amount to be used for the payment of the expenses of the employees of the Oak Hill Union Local School System who are attending approved professional meetings, and/or workshops, and/or school visitations.
2. The term, professional days, is not to include days when an employee accompanies students to meetings, competitions, etc.

ARTICLE 35 ASSOCIATION LEAVE

1. The Association will be granted leave for two (2) OHULIE Representatives to attend the State Assembly.
2. A limit of one (1) Association member, who is elected or appointed to the governing body of OHULIE, shall be granted leave with pay to attend meetings of such body, not to exceed five (5) days per year.

ARTICLE 36 LEAVE OF ABSENCE

1. Upon written request and the availability of a suitable replacement, the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational, professional or other reasons. The Board of Education shall grant such leaves where illness or other disability is the reason for the request.
2. Upon the return of the employee from such leave, the Board may terminate the employment of the person hired for the purpose of replacing the returning employee while he/she was on leave.
3. If, after the return of the employee from leave, the person employed for the purpose of replacing the employee is continued in employment as a regular employee, or if he/she is hired as a replacement, he/she shall receive credit for his/her service with the Board during such replacement period.
4. Any credit awarded to an employee mentioned above shall be in compliance with Section 3319.081 of the Ohio Revised Code.
5. Upon the return of the employee from a leave of absence involving illness or disability, and at the employee's request, the Board agrees to place the employee into the same position, location, or work status as held by the employee at the time leave was begun if such position, status, or location still exists.
6. Employees are entitled to a maximum of ten (10) dock days per school year as approved by their immediate supervisor and approved by the Superintendent. Bus trips are not considered dock days.

ARTICLE 37 SEVERANCE PAY

Employees shall receive severance pay upon retirement from active service with the Oak Hill Union Local School District at follows:

1. All employees shall be paid as severance pay 55% of the employee's accumulated unused sick leave up to a maximum of one contract year plus sixty (60) days. Exceptions to this agreement are that effective January 1, 2002 any new employee will receive 25% severance up to nine (9) years; at ten (10) years employee will receive 35% severance pay. Employees that have been with Oak Hill Union Local Schools will stay at their 55% as listed above.
2. Payments under this provision shall be based on the employee's per diem rate at the time of retirement.
3. Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by the School Employees Retirement System.
4. If an employee dies before retirement the severance pay will be paid to the estate.
5. During the last year of service prior to retirement, non-certified employees with ten years of service in the Oak Hill Union Local School District are entitled to receive a five hundred dollar (\$500.00) bonus provided the retiring employee gives six months written prior notice to the Board of Education of his/her retirement date. Said increases shall not be granted unless the Board of Education receives employee's notice of retirement at least six months prior to date of retirement.

ARTICLE 38 EXPENSES ALLOWANCE

1. Any employee who is required by a Building Principal or the Superintendent to use his/her own vehicle in the service of the Oak Hill Union Local Schools shall be reimbursed at the IRS recommended rate per mile, as adopted by the Board of Education, if the employee presents to the Treasurer a written statement containing
 - a. The place to which the person drove.
 - b. Total mileage (round trip).
 - c. Purpose of the trip.
 - d. Signature of the Administrator.
2. The mileage statement shall be submitted to the treasurer's office during the last week of each month.
3. If any employee or group of employees of the Board receive an increase in mileage allowance during the term of this Agreement, then this Agreement shall be amended to conform with the increased amount effective the date of the increase.
4. The Board will pay for food and hotel accommodations when necessary

ARTICLE 39 PHYSICAL EXAMINATION

1. The Board of Education will provide at no cost to the employee any physical examination required by the Board of Education for employment.
2. The Board of Education reserves the right to designate the physician of its choice.

ARTICLE 40 EMPLOYEE EVALUATION/PERSONNEL FILE

1. A written evaluation of an employee's work performance shall be made in the year of expiration of such employee's contract. The work performance of an employee on a continuing contract shall be evaluated no less than once every three (3) years. The evaluations shall be discussed with and initialed by the employee prior to being placed in his/her file. A copy of this evaluation shall be given to the employee. An employee may comment, in writing, on any matter contained in his/her evaluation.
2. Upon request, an employee shall be permitted to examine his/her personnel file at any time during regular office hours, so long as the employee does not remove any item from the file. A copy of any article contained in the file shall be provided to the employee upon the payment of costs of reproduction.
3. There shall be only one personnel file per employee, and it shall be located at the Board of Education Office. No documents or records can be added or removed from an employee's personnel file without the employee's knowledge and signature.

ARTICLE 41 LAY-OFF-RECALL

1. If it becomes necessary reduce the workforce in a job classification due to abolishment of positions, lack of funds, lack of work or consolidation of schools, the following procedure shall govern such lay-off.
2. The Board of Education shall attempt to keep the number of people affected by reduction in the force to a minimum by not employing replacements for employees who resign, retire or otherwise vacate a position within the job classification affected.
3. Whenever it becomes necessary to lay-off employees for reasons as stated above, employees shall be laid off according to seniority within the job classification affected, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification. This will be computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. Prior to June 30, 2010, in the case of identical seniority, the tie shall be broken in the following order:
 - a. The employees' beginning date of hire into the system.

- b. Coin toss (the coin toss shall be held in the presence of the Superintendent or his/her designee, the employee(s) affected by the coin toss and the Union President or his/her designee).

July 1, 2010 and thereafter refer to Article #5, 2b for determination of seniority. Any employee bumped/displaced by another employee will have the right to bump/displace any less senior employee in accordance with the provisions set forth in this article.

Employees affected by the layoff may bump any employee with less seniority, within the classification of layoff, based on classification seniority.

Employees bumped out of their classification may bump any employee with less department seniority, in a position of less or equal base pay on the salary schedule, within the department of layoff.

Employees bumped out of their department may bump any employee with less seniority, in a classification in which the employee previously worked, based on classification seniority previously accrued in that classification.

- 4. The following job classifications shall be used for the purpose of defining classification seniority in the event of lay-off:

- | | |
|----------------------------|----------------------------|
| A. Bus Drivers | F. Groundskeeper/Custodian |
| B. Head Cooks | G. Principal's Secretaries |
| C. Cooks | H. Head Mechanic/Mechanic |
| D. Teacher/Classroom Aides | I. Secretaries |
| E. Custodians | J. Cafeteria Aide |

- 5. The Board shall determine in which classifications the lay-off should occur and the number of employees to be laid off. In the classifications of lay-off, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- 6. Ten (10) working days prior to the effective date of the lay-off, the Board shall prepare a list containing the names, seniority dates, and classifications of the employee in question. Six (6) copies shall be delivered to the Association President or one of the Association officers and indicate which employees shall be laid off. Each employee to be laid off shall be given written notification of the lay off. Each notice shall state the following:
 - a. Reasons of the lay-off or reduction
 - b. The effective date of the lay-off
 - c. A statement advising the employee of their rights of reinstatement from the lay-off

7. For each classification in which the lay-off occurs, the Board shall prepare a reinstatement list. The list shall place, in reverse order of lay-off, the names of the employees with continuing contracts. Next on the list, in reverse order of lay-off, shall be the names of employees with limited contract. Reinstatement shall be made from this list before any employees are hired in the effected classification.
8. Vacancies which occur in the classification of lay-off, shall be posted and filled according to Article 42 Bid Procedure. (Procedure shall be according the old contract of 1999-2000.) Vacancies, which remain, after the bidding procedure is complete, in the classification of lay-off shall be offered to the employee standing highest on the lay-off list before the next person on the list may be considered. Employees shall be recalled, according to classification seniority, to temporarily fill vacant positions during the bidding procedure.

An employee who accepts a recall to a position outside their current classification shall retain recall rights to their current classification for a period of one (1) year from the effective date of lay-off.

9. Employees on recall status must work when called to substitute in their area of classification 3 out of 4 times in order to remain active/eligible for recall. Any employee who declines reinstatement, in writing, shall be removed from the reinstatement list. If such employee refuses to decline in writing, the date of such refusal shall be noted and the employee's name removed from the reinstatement list. No person new to the system shall be hired for any position for which an employee on such list is qualified.
10. The employee's name shall remain in the appropriate list for a period of one (1) year from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE 42 - BID PROCEDURE

1. As hereinafter provided, seniority shall apply in the event of appointments made by the Board of Education to vacant positions within the bargaining unit.
2. System Seniority shall be defined as the length of service by an employee as computed from the most recent date of hire in the Oak Hill Union Local School District. Effective May 14, 2007, the current employees will hold their seniority/classification status.
3. Vacant positions shall be defined as full time and regular part time positions, existing or newly created.
4. This bid procedure shall apply to all full and regular part-time vacant positions filled by the Board of Education, existing and newly created full time and regular part-time.
5. OHULIE President or another officer will receive six (6) copies of all vacancies. No action will be taken by the Board until three (3) days have expired. (A day shall be

defined as a calendar day excluding Saturdays, Sundays, and Holidays).

Vacancy notices shall include the following: position, location, bus route, starting and ending time and qualifications. Vacant positions shall be filled within 30 work days of the vacancy.

6. Appointments to vacancies shall be made on the basis of the highest seniority of those qualified persons bidding.
 - a. The vacant position shall be first offered to the employee with the highest classification seniority, who bids on the vacancy, within the classification where the vacancy exists.

Departments:

1. a. Bus Drivers
2. a. Head cooks
b. Cooks
c. Cafeteria Aide
3. a.. Custodian
b. Groundskeeper/Custodian
4. a..Principal's Secretary
b. Secretary
5. a. Teacher/Classroom Aides
6. a. Head Mechanic/Mechanic

Any change in job classifications shall be added or removed from the list.

- b. If the position is not filled by an employee within the vacant classification or position, the position shall then be offered to the employee with the highest seniority date with the Board within the bargaining unit.
- c. If no employee within the same classification or department desires the vacancy, with the exception of aides and secretaries, the vacant position shall be awarded to the most senior qualified member of the bargaining unit who bids on the vacancy based on system seniority. If two or more members of the bargaining unit are equally qualified, the most senior member of the bargaining unit shall be awarded the position. Vacancies occurring in the aide and secretary classifications shall be awarded to the most qualified candidates as determined by the Board. If no member of the bargaining unit is qualified for the position the Board may hire a new employee for the position.

- d. Employees shall be given the opportunity to substitute for an extended absent employee working a different shift, in the same classification, prior to the Board securing a substitute provided that said substitution shall not place the employee into an overtime compensation status. (An extended absence shall be defined as an absence from work of 10 consecutive days or more)

Employees requested to substitute on different shifts shall be assigned substitute work on a rotation basis according to classification seniority provided said substitution shall not place the employee into overtime pay status. Employees who *work short hours* shall be given the opportunity to substitute for absent employees who work more hours, in the same or other classifications to which they are qualified, prior to the Board securing a substitute provided that the employee working the additional hours and/or shift is not placed into an overtime paying compensation status. Employees requesting to substitute shall be assigned substitute work on a rotating basis according to classification seniority provided that said substitution shall not place the regular employee into overtime pay status.

8. This bid procedure applies only to non-certified positions within the bargaining unit.
9. The Board of Education retains the authority to reassign the employee to a position in his/her job classification within sixty (60) days. The employee has the same option as the Board to return within sixty (60) days. If the employee is returned to his/her classification by the Board or by his/her own choice within sixty (60) days, he/she shall retain same seniority held upon leaving. The employee shall retain the same type contract held when transferring to a previous position.

If the Board of Education believes there may be cause to reassign an employee to his/her previous position the Board shall provide the employee with a written evaluation within fifteen (15) days of the reassignment. The evaluation shall include recommendations for improvement to allow the employee time to progress within the final fifteen (15) days of the sixty (60) day period. The evaluation shall be based on performance and job qualifications. The sixty (60) day period may be extended an additional thirty (30) days if needed to determine the employees qualifications for the position.

10. In the event of drivers wishing to exchange routes, the President or one officer will be furnished with six (6) copies of changes and the three (3) days shall apply and changes made only when drivers have agreed to accept the other routes.
11. Any employee desiring to move to another classification must substitute in that position before he/she can be considered for full time employment in that position, if requested to do so by the Superintendent. ...possible substitutes must contact the Superintendent if they want to be listed on the substitute list.

ARTICLE 43 BUS ROUTES

1. All drivers shall drive established routes set up by the transportation supervisor under direction and acceptance of the school board.
1. Upon the opening of a route due to retirement, resignation, or new routes established, the route shall be offered to highest seniority driver in the school district, working down the list until the position is filled.
3. The addition on to or reducing of an established route may be done by the transportation supervisor if it will equalize load size and the time involved for those drivers involved.
4. All drivers shall be based on five (5) hours per day when figuring salary increase.
5. The Board shall attempt to schedule newly created short hour positions during the dead time between bus driver's a.m. and p.m. routes to allow drivers the opportunity to bid on the positions.

ARTICLE 44 EXTRA TRIPS

1. Drivers under contract, as full time employees will be employed for extra paying trips if it does not interfere with their regular route time or arrangements may be made to make an exchange.
2. Drivers on the substitute list, approved by the Board of Education, will be used on those trips that conflict with regular driver's routes time.
3. All extra trips will be offered on a rotating basis with the drivers having the most seniority having first choice. If an outside organization furnishes transportation, the driver(s) in rotation shall be given the option of receiving pay for the trip provided the driver(s) rides the bus to the event as a chaperone.
4. Drivers have the choice at the beginning of the school year to sign a slip indicating whether or not they want an extra trip list and what extra trips they would be interested in.
5. If an occasion arises that no employee wants the extra available trip after all the substitutes have been called and refused, the transportation supervisor has the authority to appoint the driver with least seniority to make the trip. Substitutes or regular drivers with the least seniority, who refuse to make trip, will be grounds for disciplinary action.
6. Extra Bus Trips Pay:

Extra trips will be paid at the rate of \$14.00 per hour for regular drivers.
 1. Time schedule overlaps on regular bus route times.

- a. Any extra trip during the school day, which overlaps regular route time, shall be offered to regular bus drivers first. Substitute bus drivers will finish the regular route.
- b. The driver shall be paid regular wages for his/her regular day. The time of the trip pay shall not start until 9:00 a.m. and will end at 2:30 p.m. If the trip time continues past this end time, trip pay shall resume at 4:30 p.m. and continue until the trip ends. The minimum extra trip pay shall be \$25.00. The maximum trip pay shall be \$150.00.

Time of Trips

6:00 a.m. to 9:00 a.m. -	Regular pay
9:00 a.m. to 2:30 p.m. -	Trip pay
2:30 p.m. to 4:30 p.m. -	Regular pay
4:30 p.m. to end of trip -	Trip pay

7. Drivers working eight (8) hours per day in dual classifications shall be excluded from the extra trip roster unless a less senior employee would receive overtime for taking an extra trip.

ARTICLE 45 HOURS OF WORK

All employees shall be guaranteed hours and pay specified in the contract of the employee, except as such hours and pay may be reduced pursuant to law.

Any employee who performs work outside their regular job description, shall be paid at the regular rate of base pay, once they have substituted a total of ten (10) days in the classification or are deemed qualified by a written statement from the immediate supervisor.

The Board of Education retains the right to organize and pay seasonal cleanup crews to pick up trash after athletic events at the football stadium. As in the past the crew may be made up of students or community members and will be paid a lower rate (trash pick up only)

ARTICLE 46 OVERTIME

1. All overtime shall be offered to employees on a rotation basis recognizing seniority. In an emergency situation the employee on duty performing emergency work may continue if he/she desires until the emergency is terminated.
2. All employees shall be paid at the rate of one and one half (1-1/2) time their regular rate of pay for all hours worked in excess of forty hours in any one-week.
3. When any employee is required to work on a designated holiday, such time shall be paid at the rate of double (2 times) their regular rate of pay or compensatory time off.

4. Any employee may be given compensatory time off, in lieu of overtime payment if the employee so chooses and approved by the Superintendent and Treasurer's office. Compensatory time shall be given at time and one half hour for each hour worked in overtime. Compensatory time is solely for employees that work full-time which translates into a 40-hour work week.
5. Employee called to work at times not in their normal working hours shall be paid a minimum of two (2) hours call-in pay unless such extra hours were previously specified in the job specifications as a part of the employee's contract.
6. Equal amount of compensatory time.
7. Accumulated compensatory time shall be taken by the employee or paid at the appropriate rate of pay by December 1st and June 30th of each year.
8. Members of the bargaining unit will have the first opportunity of refusal for all bargaining unit summer work. Summer work by type and location will be posted prior to the end of the school year. Anyone interested in the work shall sign up on the summer work list. Assignments shall be by qualifications and seniority.

ARTICLE 47 COOKS & TEACHER AIDES & HEAD MECHANIC/MECHANIC

1. All cooks whose services are required or requested for extra curricular activities shall be compensated at their regular hourly rate of pay provided the extra activity does not cause the employee to work in excess of 8 hours per day or 40 hours per week. Employees shall be compensated at one and one half (1-1/2) times their regular rate of pay for all hours worked in excess of 8 hours per day or 40 hours per week.
2. All cooks will be given one additional work day to open the cafeteria at the beginning of the school year.
3. The head mechanic/mechanic is hired for 40 hours per week with additional hours requested by head mechanic/mechanic to be approved by his/her supervisor.

ARTICLE 48 PAYDAYS

1. Employee salaries shall be paid in twenty-four (24) equal installments on the 15th and the last day of each month. If the 15th or last day of the month falls on a weekend or legal holiday, then the employee will be paid on the preceding business day.
2. New employees after July 1, 2010 must choose to utilize Direct Deposit of their choice of paychecks.

ARTICLE 49 CALAMITY DAYS

1. All employees shall be paid their appropriate rate of pay for all days or parts of days when schools in which they are employed are closing owing to an epidemic or other public calamity; pursuant to 3319.081 Section G; provided that no such employee shall be paid for any make-up day when such make-up day is required to meet minimum school year as prescribed by law.
2. Any employee who performed work for the Board or reported for work shall be paid time and one half (1/1/2) for calamity hours of days worked, or be granted compensatory time off.
3. All twelve (12) month employees shall be paid time and one half (1 1/2) their regular rate of pay for all hours worked on the first three calamity days, if required to work. After the first three calamity days all twelve (12) month employees shall report to work at their regular scheduled rate of pay for all hours worked.

ARTICLE 50 PAYROLL DEDUCTIONS FOR INSURANCE

The Board agrees that any employee that is required to pay a portion of an insurance plan sponsored by the Board may do so through payroll deduction.

ARTICLE 51 TRANSFERS

1. Voluntary - In the event of the necessity of transferring employees, the concept of seniority will prevail. In all cases, the least senior employee in each classification shall be transferred first. Each succeeding transfer shall be determined by seniority.
2. Involuntary - An involuntary transfer will be made only after a meeting between the employee and the Superintendent. At this time, the employee will be notified in writing of the reasons for the transfer. No employee will be transferred arbitrarily, capriciously, or without logical basis.

Every effort will be made to minimize disruption to the operation of the district and its employees. As a last resort, beginning with the person with the lowest seniority, the most logical solution will result in that person being transferred.

ARTICLE 52 ACTIVITY PASSES

All regular non-teaching employees shall be provided with passes entitling them to free admission to athletic events sponsored by the Oak Hill Union Local School District.

ARTICLE 53 CONTRACTING AND BARGAINING UNIT WORK

1. The Oak Hill Union Local Board of Education will notify the Association of any intention to subcontract any major work presently being completed by Oak Hill Union Local employees represented by the Association, such as building custodial service,

transportation of students to schools, providing lunch services to student, secretarial and clerical services.

2. The Board will provide the Association the opportunity to be heard at a public meeting of the Board on such matters before a decision is made.
3. The Board agrees to notify any employee whose job would be terminated due to such contract no later than April 30 of any year. Termination would be effective upon receipt of the employee's last regularly scheduled paycheck.

ARTICLE 54 TUITION REIMBURSEMENT

1. The Board shall reimburse non-certified employees for tuition costs of all courses or training programs which help maintain or increase the standard of performance and for skills of the employees within the employee's current classification in the bargaining unit.
2. The employees shall receive prior approval by the Superintendent and shall give proper certification of completion of courses or training program.
3. Proper certification of completion of course(s) or training(s) programs(s) must be submitted to the Superintendent before reimbursement will be paid to the employee.

ARTICLE 55 VACATIONS

1. All eleven (11) and twelve (12) month employees are entitled to and shall be granted vacation upon request.
The vacation schedule shall be:
1 year through 7 years2 weeks
8 years through 14 years.....3 weeks
15 years through 24 years.....4 weeks
25 years or more.....5 weeks
2. Vacation days may be accumulated up to a maximum not to exceed two years plus the current year.
3. For bargaining unit members employed before July 1, 2003 the total accumulation shall not exceed seventy (75) days. (Example: August 1, 2003 accumulation of 75 days. Employee earned 25 days during the 2003-2004 school year. Employee used 25 days during the 2003-2004 school year. Total accumulation on August 1, 2004 would be 75 days.)
4. For bargaining unit members hired after July 1, 2003 the total maximum accumulation shall not exceed thirty-seven and one half (37.5) days. Members employed after July 1, 2003 will be permitted to carry-over into a new vacation year no more than one-half (1/2) the vacation earned the previous vacation year. This would allow a maximum accumulation of thirty-seven and one half (37.5) days.

5. The employee will be compensated for accrued vacation time upon his/her separation from employment. In the case of the death of an employee such unused vacation leave that would have been paid to the employee upon his/her separation shall be paid in accordance with Section 2113.04 of the Ohio Revised Code to his/her estate.
6. If an employee has accumulated his/her maximum vacation due to work obligations, and the employee is unable to use all of his/her annual vacation earned in one year and will lose the days, the employee will be compensated at his/her daily rate up to ten (10) days of his/her earned annual vacation. The Superintendent will sign a statement authorizing payment of above compensation due to work obligations.
7. No vacations shall be scheduled during the two weeks prior to opening or the closure of school year unless special permission is given by the Superintendent.

ARTICLE 56 HOLIDAYS

1. All nine (9) and ten (10) month employees shall receive the following days off work with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day

All eleven (11) and twelve (12) month employees shall receive the following days off work with pay:

New Year's Day	Wednesday before Thanksgiving
Memorial Day	Thanksgiving Day
Fourth of July	Friday after Thanksgiving
Good Friday	Christmas Day
Labor Day	Christmas Eve

2. Employees required to perform work on a paid holiday shall be paid at the rate of one and one half (1-1/2) times their regular rate of pay in addition to the holiday pay.

ARTICLE 57 FRINGE BENEFITS

The Board shall pay one hundred percent (100%) of the cost of insurance premiums for all full-time employees hired prior to September 13, 2004. Fulltime employees for the purposes of receiving fringe benefits under this article, shall be defined as any employee, other than a bus driver, who is assigned a regular schedule of a minimum of thirty-five (35) hours per week. A bus driver shall be considered full-time provided the bus driver is assigned a regular schedule of a minimum of twenty-five (25) hours per week. The Board shall continue to pay one hundred percent (100%) of the insurance premiums, both single and family plans, for any employee receiving benefits as of September 13, 2004 provided the employee continues to work full time as defined in this article.

- a. If an employee receiving benefits as of September 13, 2004 is involuntarily reduced in hours, to less than full time as defined in this article, the Board shall maintain health insurance coverage at one hundred percent (100%) paid by the Board for both single and family coverage. (Involuntary reductions in hours would also include restructuring of bus routes or positions causing employees to bid on positions with reduced hours and reduction in hours of current positions causing a bumping/displacement procedure)
 - b. Any full time employee hired after September 13, 2004, shall receive one hundred percent (100%) of their single health insurance premiums paid by the Board. In the event the employee desires family medical coverage, the employee shall be responsible for fifteen (15%) of the difference between the single and family cost of coverage.
 - c. Regular part-time employees may obtain full coverage hospitalization, major medical and prescription insurance by paying one hundred percent (100%) of the premium cost and deductible paid by the Board.
 - d. Regular part-time employees working 6.5 hours per day continuously in the district for five years (with no more than a 30 day layoff) may obtain full coverage hospitalization, major medical and prescription insurance by paying fifty percent (50%) of the premium cost and deductible paid by the Board.
1. The insurance of the Board's choice shall be comparable to full coverage for hospitalization, major medical, and prescriptions as in previous contract. Health insurance coverage will remain unchanged, except for the following modifications:
 - a. The employee will be responsible for a *\$500.00 single deductible and a \$1000.00 family deductible.*
 - b. The prescription co-payment will be \$10/\$20/\$30 per prescription for a 30 day supply. Mail-in prescription co-payment will be \$20/\$40/\$60 per prescription for a 90 day supply.
 - c. For full-benefits coverage, employees should select hospitals, which are members of the Super Med Hospital Network. Under emergency conditions, full benefits coverage will extend to any hospital.
 2. Major Medical Insurance - Single and family Insurance - 100% paid by Board.
 3. Life Insurance - \$20,000/\$40,000 - 100% paid by Board.
 4. Dental Insurance - Single and family plans - 100% paid by the Board.
 5. Pick up Employee' s Retirement
Gross minus retirement cost paid for employee -net
Gross reported to SERS. Net reported for tax purposes.
Taxes paid by employee on retirement check when retired.

All other benefits are deducted from employee' s payroll check and paid 100% by the employee.

ARTICLE 58 LONGEVITY PAY

The Board and the Association recognizes the faithful service of the long term school employee. The Board agrees to compensate these school employees by adding the following longevity steps to be paid by the hour on the base salary according to classifications: (Increase on Base Salary)

<u>Years of Experience</u>	<u>Increase by hour</u>
0	Base Salary
1	.55
2	.60
3	.65
4	.70
5	.75
6	.80
7	.85
8	.90
9	.95
10	1.00
11	1.05
12	1.10
13	1.15
14	1.20
15	1.25
16	1.30
17	1.35
18	1.40
19	1.45
20	1.55
21	1.65
22	1.75
23	1.85
24	1.95
25	2.05
26	2.15
27	2.35
28	2.55

ARTICLE 59 CONTRACTS PROBATIONARY PERIOD

Reference is made to Ohio Revised Code 3319.081.

1. Newly hired non-teaching school employees including regular hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contracts shall be for a period of two (2) years.

2. After the termination of the two (2) contracts, if the contract of a non-teaching employee is renewed, the employee shall be continued in employment and the salary provided in the contract may be increased, but not reduced, unless such reduction is a part of a uniform plan affecting the non-teaching employees of the entire district.
3. The contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts may be terminated only for just cause.
4. Any non-teaching school employee may terminate his/her contract of employment thirty (30) days subsequent to the filing in written notice of such termination with the Treasurer of the Board.

ARTICLE 60 ATTENDANCE INCENTIVE POLICY

Employees using no more than one (1) personal and/or sick day in a nine-week period (school quarter) will be rewarded \$100.00 payable at the conclusion of the nine-week period. If an employee is rewarded four (4) times in a single school year, he/she will receive an additional bonus of \$100.00 at the end –June pay.

ARTICLE 61 NOTICE OF CONTRACT TERMINATION

In all school districts wherein the provision of Sections 143.01 and 143.48 inclusive of the Revised Code do not apply, each Board of Education shall have cause notice to be given of its intentions not to re-employ said non-teaching employees at the expiration of his/her contract, such notice is not given the non-teaching employee on or before the 31st of May, said employee shall be deemed re-employed.

ARTICLE 62 NEGOTIATIONS

1. The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/ negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provision of this Agreement.
2. The written provisions of this Agreement constitute the whole and entire Agreement (including and all understanding) between the parties concerning any and all matter within the scope of collective bargaining.
3. Any matters of subjects not covered herein have been waived by the parties for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and have no further force or effect.

ARTICLE 63 CHRONIC COMMUNICABLE DISEASES

1. Nondiscrimination

An employee who has exposed to or who contracts a chronic communicable disease will be treated no differently than an employee with any other medical disability. No employee will be subjected to indiscriminate testing, or be discriminated against with respect to wages, hours, terms, or conditions of employment.

2. Reports of suspected carriers

All reports of suspected carriers will be directed to the Superintendent in writing and must identify the person(s) making the report and will note the reasons the employee is suspected of being a carrier. Reports not meeting these requirements will not be considered.

3. Testing

A medical evaluation will not be made of any employee without first determining just cause. A panel comprised of a physician selected by the Superintendent, the employee's physician, and an arbitrary mutually selected by the Superintendent and the Association, will conduct a due process hearing to determine whether or not there is sufficient cause for the evaluation. Within thirty (30) days after the conclusion of the hearing, the panel will provide the employee and Superintendent a written determination and the rationale.

4. Medical Examination

Within sixty (60) days after a determination recommending medical evaluation or if an employee voluntarily submits to an evaluation, a medical review team will be established comprised of (A) a physician specializing in contagious disease, (B) a physician from the public health district, and (C) a physician designated by the Superintendent as the school physician.

The medical review team will provide for the examination of the employee and may obtain, upon written consent from the employee, all relevant information from the employee's personal physician.

The medical review team will determine whether or not the employee has been infected with a chronic communicable disease, and if so, whether or not the employee's condition imposes a substantial health risk to others. In making their determination, the medical review team will consider (A) the nature of the risk and how the disease is transmitted, (B) the duration of the risk, (C) the severity of the risk and the potential harm to others, (D) whether or not the employee is otherwise qualified to retain their current job, meeting all job requirements in spite of the medical condition.

All cost of the medical evaluation will be borne by the employer.

5. Reasonable Accommodation

Within thirty (30) days of receipt of a medical review team report indicating substantial health risk to others or conditions preventing performance of all job requirements, the Superintendent will notify the employee, in writing, of the specific actions of the Board will take to reasonable accommodate the employee's disabling condition.

If proposed accommodation violates the current contract, the Board will meet with the Association representatives to negotiate a reasonable accommodation.

6. Disability Retirement

If determination is made to temporarily or permanently remove the disabled employee, the Board will support the employee's application for disability retirement, if the employee chooses to apply.

7. Confidentiality

All reports of suspected carriers, all aspects of the due process hearing, and all aspects of the medical evaluation will be treated as highly confidential. Any reports received or rendered will be released only to the Superintendent and the employee. All discussions by the Board of any report will be conducted in executive session.

ARTICLE 64 DIESEL BUS EXPENSES

The School Board will purchase timers and cords for diesel buses, which will be replaced due to normal "wear and tear". The driver will be granted \$80.00 for electricity usage provided the district agrees to permit the driver to take his/her bus home. This is effective as of the 2007-2008 school year.

ARTICLE 65 JOB REPLACEMENT

At the time of resignation or retirement of a full-time bargaining unit member, the Board agrees to replace the member with one full time member when equal services are needed. However, the Board reserves the right to reduce the hours of a vacant position when the Superintendent or his/her designee decide services are not needed, or that funds are unavailable for that position. Said reduction will be applied to one person who replaces the vacating employee, and two or more part-time people will not be used to perform the duties of a present full-time position.

ARTICLE 66 GROUNDSKEEPER/CUSTODIAN

A Groundskeeper position shall be established by the Board and included in the recognition of this Agreement. The groundskeeper position shall not be vacant for more than 20 days allowing the Board reasonable time to post and fill the position. During any 20 day posting period the Board shall assign a substitute to perform the duties of the groundskeeper or offer the work the current employees as overtime or extra work. If no custodian bids on the position, and the Board does not wish to hire an additional employee, the least senior custodian shall be assigned the groundskeeper position. During the winter months the groundskeeper may, at the discretion of the Board, be required to work flexible hours to perform snow removal duties. The Board agrees to notify the groundskeeper as soon as possible if flexible hours are required; otherwise, he/she shall be assigned a regular schedule to assist building custodians, in addition to grounds keeping duties, if time permits. Building custodians shall not be responsible for

grounds keeping duties. A building Principal may request a building custodian to cut grass in a valid emergency situation. (example: a) excessive rain prevents the groundskeeper from getting the grass cut in a timely manner b)assist with snow removal on sidewalks leading to main entryways of buildings to assure student safety)

ARTICLE 67 – HEAD MECHANIC

Effective July 1, 2007, the salary change of the Head Mechanic has been adopted based on qualifications and performance.

If a vacancy occurs in this position, then the base wage rate will be re-negotiated by Oak Hill Union Local Independent Employees (OHULIE) and the Board. The new wage rate will be based upon the qualifications of the successful candidate.

ARTICLE 68 – AGREEMENT
July 1, 2010 through June 30, 2011

This Agreement was entered into between the Oak Hill Union Local School Board of Education and Oak Hill Union Local Independent Employees, this 28th Day of OCT 2010

OAK HILL UNION LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION

OAK HILL UNION LOCAL
INDEPENDENT EMPLOYEES



President



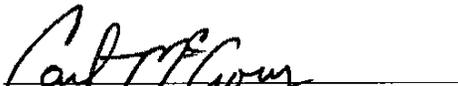
President



Negotiating Team



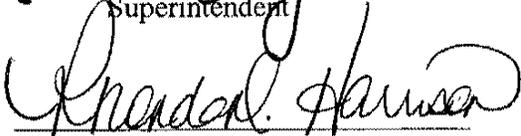
Negotiating Team



Superintendent



Negotiating Team



Treasurer



Negotiating Team

Form 5.07 Certificates of Available Resources (412 Certificates)

CERTIFICATE

Section 5705.412, RC

In the matter of a negotiated agreement between the Oak Hill Union Local Board of Education and the Oak Hill Union Local Independent Employees beginning July 1, 2010 and ending June 30, 2011.

IT IS HEREBY CERTIFIED that the OAK HILL UNION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, JACKSON COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year.

DATED:

Oak Hill Union Local School District

By 
President, Board of Education

By 
Treasurer

By 
Superintendent

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