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STATE EMPLOYMENT
DEPARTMENT

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AGREEMENT

BETWEEN THE

**LOGAN HOCKING LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL 4/AFL-CIO
AND ITS LOCAL #218**

July 1, 2010 – June 30, 2013

Salary and Benefits July 1, 2010 – June 30, 2012
(Re-opener salary and benefits only for school year 2012-2013)

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SECTION 1

GENERAL PROVISIONS

ARTICLE 1-1 DEFINITION OF TERMS

Following are definitions of terms used throughout this contract. Terms that are peculiar to only a single article of the contract are defined in that article.

<u>Term</u>		<u>Definition</u>
Union	-	Local #218, OAPSE/AFSCME Local 4/AFL-CIO
Board	-	Logan-Hocking Local School District
His	-	Refers to his or her
Day	-	work days unless specified

ARTICLE 1-2 DURATION OF CONTRACT

This contract is effective July 1, 2010, and shall continue in full force and effect until June 30, 2013, and annually thereafter, unless either party requests to modify this Agreement in accordance with the negotiation procedures provided in Article 2 - Contract Negotiations.

ARTICLE 1-3 RECOGNITION

1-3.1 General

The Board of Education of the Logan-Hocking Local School District hereby recognizes Local #218, OAPSE/AFSCME Local 4/AFL-CIO as the sole and exclusive bargaining representative for all employees now employed or to be employed as members of the bargaining unit described in paragraph 1-3.2.1.

1-3.2 Bargaining Unit

Personnel Included: The bargaining unit includes all regular employees in the following positions or classifications who are regularly assigned to a work schedule:

- | | | | |
|----|---------------------------|----|--------------------------------------|
| A. | Bus Drivers | E. | Maintenance Personnel |
| B. | Food Service Personnel | F. | Bus Mechanics |
| C. | Administrative Assistants | G. | Boiler Operators/
Grounds keepers |
| D. | Custodians | H. | Technology Technician |
| | | I. | Educational Aides |
| | | J. | Paraprofessional |

Personnel Excluded: For the purpose of this agreement, the following are excluded from the bargaining unit:

- A. Treasurer, Treasurer's Assistant, Administrative Assistant, and Clerical employees in the Treasurer's Office.
- B. Department Heads and Supervisors.
- C. Superintendent's Administrative Assistant.
- D. Dean of Students.
- H. Director of Instruction's Administrative Assistant.
- F. Assistant Superintendent's Administrative Assistant.
- G. Case Manager.
- H. District Registrar.

ARTICLE 1-4 MANAGEMENT RIGHTS

- A. The Union acknowledges that the Board, on its own behalf and on behalf of the electors of its district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically abridged by the within agreement, whether it be inherent or conferred upon and vested in by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, its properties and facilities, and of the activities of its employees;
 - 2. To hire all employees and to determine qualifications and conditions for continued employment or dismissal and demotion and to promote and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 - 5. The right and power to take such measures as it may determine for the orderly and economical operation of the school system;
 - 6. The right to subcontract work, provided that during the life of this agreement, the Board of Education agrees not to contract out work that would reduce the number of employees in the bargaining unit or reduce the regular work hours of the employees in the bargaining unit.

- B. The Union acknowledges and the Board reserves the right of exercising the foregoing powers, rights, authority, duties and responsibilities of the Board through the adoption of and enforcement through it and the Superintendent's policies, rules, regulations and practices as well as any amendment thereto, changes thereof or termination thereof made within its sole judgment and discretion. The foregoing powers, rights, authority, duties and responsibilities of the Board shall be limited only by the specific and expressed terms of the agreement.

ARTICLE 1-5 UNION RIGHTS

1. To use the facilities of any building for meetings, without fee, upon reasonable advance notification of the administrator in charge of such building, provided the use does not interfere with school activities.
2. To use the inter-school mail system in the school's offices or E-mail system to distribute Union bulletins, newsletters, or other circulars. A copy of each item of circulation will be provided to the building principal. If the communication is sent district-wide, a copy shall be sent to the Assistant Superintendent.
3. To use bulletin boards in designated workrooms to disseminate information to members.
4. To call meetings of Union members within the buildings, but not on school time unless authorized in advance by the administration.
5. To allow or permit, the President of the Union or his designated representative to visit schools provided such visits shall not be done on employee work time.

The Union will be provided with:

1. Copies of all board agendas: upon specific request to the Superintendent by the President of the Union, minutes and financial reports.
2. Copies of the following forms upon request and payment of reasonable copying costs: (a) appropriations and (b) budget. Such copies shall be given to the President of the Union upon request, as soon as it is feasible after such forms are filed with the agency required by law.
3. Upon specific request for a specific item and payment of reasonable copying cost, any other public record.

ARTICLE 1-6 PRINCIPLE

All regular non-teaching personnel who are members of the bargaining unit have the right to join, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 1-7 SAVINGS CLAUSE

- A. If any provision of this contract, or any application thereof, has been declared to be in violation with any applicable law of the United States or of the State of Ohio or with any regulation of any agency or subdivision thereof, by a court of competent jurisdiction, the parties agree that they will meet within sixty (60) days of such declaration to negotiate replacement language for the section declared to be invalid by the court. During these negotiations each party will maintain all rights granted to it under 4117 of the O.R.C. However, where the parties have intended to supersede state law in this Agreement, the intention of the parties shall prevail.

- B. Any provision of this contract which may be or becomes in conflict with any federal or state law shall be and herein is modified and/or waived to conform with such law, but any such modification or waiver shall not modify or nullify any other provision hereof. However, where the parties have intended to supersede state law in this Agreement, the intention of the parties shall prevail. Should any provision of this Agreement be declared in violation of law by a court of competent jurisdiction the parties agree that they will meet within sixty (60) days of such declaration to negotiate replacement language for the section declared to be invalid by the court. During these negotiations each party will maintain all rights granted to it under 4117 of the O.R.C.

- C. The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

ARTICLE 1-8 PRINTING AND DISTRIBUTION OF CONTRACT

The Board and the Union agree to jointly share the cost of printing sufficient numbers of copies of this agreement for distribution by the Board to each employee covered by this agreement, and to each school administrator and supervisor. Sufficient additional copies will be prepared to ensure availability to any new employees. Prior to printing, a designated representative of each party will have the opportunity to verify the final text.

SECTION 2

CONTRACT NEGOTIATIONS

ARTICLE 2-1 OPENING OF NEGOTIATIONS

During the period beginning 120 days prior to the expiration of this contract up to and including the 90th day prior to expiration, either party may request, in writing, the opening of negotiations. Such request, if by the Union, shall be delivered to the Superintendent and if by the Board, to the President of the Union. The first negotiations meeting will be held within thirty (30) days after receipt of the request at a time and place agreed to by the parties.

ARTICLE 2-2 NEGOTIATION PROCEDURES

2-2.1 Conduct of Negotiations

- A. Each party may have up to eight (8) members on its negotiations team, of which one may be a field representative of OAPSE and one may be a professional negotiative consultant, of the Board.
- B. Each party shall pay its own expenses pertaining to any representative or witness and any expenses incurred in negotiations. All meetings shall be held in executive session.

2-2.2 Exchange of Information

Prior to and during the period of negotiations or impasse provision, the Board and the Union agree to provide each other, within a reasonable time period, information concerning the issue(s) under consideration at the expense of the requesting party.

2-2.3 Meeting Commencement and Duration

At the commencement of each meeting, the parties shall determine the time, place, and date of the next meeting. Unless otherwise agreed to by the parties, no session shall last more than two (2) hours. Members of the negotiating team will be paid release time for two (2) days while negotiating.

2-2.4 Agenda

The agenda for the first meeting shall be the oral presentation and discussion of the full and entire written proposals of the Union and the Board.

2-2.5 Time Limitations for Negotiations

If, after forty-five (45) calendar days from the first negotiations session, agreement has not been reached on all items accepted for negotiations, the parties shall cease to meet. Negotiations shall resume on the 30th day prior to the expiration of the contract, unless mutually agreed otherwise.

ARTICLE 2-3 FEDERAL MEDIATION

- A. If either party calls for the services of a Federal Mediator, the other party shall join in that effort. Federal Mediation services may be used at any time either party declares impasse has been reached.

- B. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator shall have no authority to bind either party to, or recommend acceptance of any of the proposals.

- C. This mutually agreed upon resolution procedure supersedes state law resolution provisions, including fact-finding. After mediation is completed, both parties have all rights provided for under R.C. 4117. Either party may request SERB to provide assistance in resolving any unresolved issues.

ARTICLE 2-4 TENTATIVE CONTRACT RATIFICATION/APPROVAL

When both teams have reached a contract, the tentative contract will be submitted to the Union for ratification. The ratified contract must be returned to the Board by the Union. The Board shall, within thirty (30) days time, approve or disapprove the contract by appropriate motion.

ARTICLE 2-5 FINAL CONTRACT APPROVAL

The President of the Union shall sign the contract on behalf of the Union, and the President of the Board shall sign the contract on behalf of the Board after approval by the Board and ratification.

ARTICLE 2-6 NEWS RELEASES

There shall be no news releases by either party during negotiations until impasse has been declared or the parties have ratified a tentative agreement.

SECTION 3

SENIORITY

ARTICLE 3-1 SENIORITY DEFINED

3-1.1 System Seniority

System seniority means the total length of uninterrupted employment by the Logan-Hocking Local School District as computed from the most recent date of hire. System seniority is not interrupted by Board-approved leaves-of-absence, but time spent on such leaves shall not be included in determining an employee's system seniority. Seniority shall not accrue until after the employee has successfully completed ninety (90) days of the one-year probationary period.

3-1.2 Classification Seniority

Classification seniority means the total length of uninterrupted service within a particular classification. Classification seniority shall be determined in the same manner as provided for system seniority.

ARTICLE 3-2 SENIORITY LIMITATIONS

- A. Substitute or temporary employees shall not accrue either system seniority or classification seniority.
- B. Employees who are receiving Worker's Compensation resulting from an injury in which the Board is the Employer shall not lose any seniority for Worker's Compensation time for up to two (2) years.

ARTICLE 3-3 TRANSFER OF SENIORITY

- A. An employee being considered for a position outside their current classification shall receive a full description of the job duties and a conference with his/her immediate supervisor to discuss the full requirements of the position, if the employee so requests.
- B. Employees with seniority who change job classification shall serve a ten (10) day probationary period. Seniority rights shall be retained during the ten (10) day probationary period in former classification. If there is a change in benefits due to the change in classification, they will not apply until the end of the probationary period. After serving the ten (10) day probationary period successfully, the employee's seniority in the old classification shall be discontinued and new seniority shall be established from date of bid award in the new classification. The employee cannot disqualify himself to return to this previous classification after the probationary period.

If the employer determines that an employee who is awarded a bid under this procedure is unable to perform satisfactorily the duties of the new job within the probationary period, he/she may be returned to the job from which he/she came. During this period, the employee may, if he/she elects, return to his/her former job.

- C. When an employee is transferred to a higher or lower paying classification, he will be placed on the new classification salary schedule at the same step as the old classification step. Nothing in this provision shall prevent the employee from receiving an increase if the appropriate step on the new classification provides for it. When an employee has more than one classification (i.e. ½ aide, ½ secretary) and bids in to only one classification and resigns the other, (cannot retain more than one (1) classification due to hours) they will transfer all years of experience. The rate will reflect that of the new position and the employee will advance on the schedule in subsequent years.
- D. Assistant cooks, bus mechanics, and boiler operators who transfer, respectively, to positions as head cooks, bus mechanics, or boiler operators will be given credit for all seniority accrued in the assistant positions.
- E. An employee placed on a salary schedule in accordance with the foregoing provisions will be advanced on the step of the schedule from the point of placement.

ARTICLE 3-4 CERTIFICATION OF SENIORITY

The Board shall provide the President of the Union with written notification of all transfers of classification personnel in the classifications listed in Article 1-3, paragraph 1-3.2.1. Also a list of all classified personnel in the order of their seniority shall be provided to the Union President.

SECTION 4

JOB POSTING, BIDDING AND FILLING OF VACANCIES

ARTICLE 4-1 JOB POSTING

- A. When a vacancy in an existing position occurs within the bargaining unit or is reasonably anticipated, notice of the vacancy will be posted within five (5) days. Notice of the vacancy will include the position qualifications, job classification, work location and hours of work. Newly created bargaining unit positions will be posted within ten (10) days. During the school year a notice of vacancy will be posted for a period of five (5) workdays on an appropriate bulletin board in each school, the bus garage and the maintenance office. Secondary vacancies, which may arise from the award of a bid, will be posted for a period of three (3) workdays. During the summer months all vacancies shall be posted for a period of five (5) workdays. A copy of each notice will be mailed to the President of the Union. Bids shall be awarded and filled within twenty (20) workdays after the close of the bidding period, except during the last forty-five (45) workdays of the school year.
- B. Any time a vacancy occurs the Superintendent or his/her designee shall notify the classified staff. During months school is in session, such vacancies will be posted in each building; during the summer months such vacancies will be posted to the district web-site and on the information voice mailbox of the Board Office phone system on Monday of each week. No changes may be made to the information posted on each Monday until the next posting date on the following Monday. Vacancy notices will be provided to the OAPSE President.

- C. After a vacancy has been posted and the position has been filled or a posting is to be removed, a written notice to the Union President shall be provided informing that the position has been awarded or the reason why the posting has been removed.
- D. In the event the Board modifies a current position, from the original job posting, by changing the starting and quitting time or number of hours worked by more than thirty (30) minutes the position shall be bid according to Section 4, Job Posting, Bidding and Filling of Vacancies, of this agreement.

ARTICLE 4-2 JOB BIDDING

Qualified employees who have completed sixty (60) days of their one-year probationary period may bid on vacant positions by submitting properly completed and signed bid cards to their immediate supervisor prior to the close of the posting period. Employees still serving the first sixty (60) days of their one-year probationary period shall have the right to apply for any vacancy and be considered for the position.

ARTICLE 4-3 FILLING OF VACANCIES

4-3.1 General

- A. Except in the case of vacancies in supervisory positions and exempt administrative/clerical (Board office) positions, employees who have bid on vacancies within their own classification will be selected to fill the vacancy. If more than one such employee bids, the employee with the greatest classification seniority will be selected. In the event two (2) or more employees have the same seniority date the tie shall be broken by lot. Vacancies in the following positions, Technology Administrative Asst., Multi-handicapped and Severe Emotionally Disturbed Aide position(s) shall be awarded to the most senior member of the bargaining unit, who bids on the vacancy, based on classification seniority who possesses the necessary skills and abilities to perform the duties of the position as listed on the job description determined by the Board. Employees awarded positions within their classification shall have a ten (10) working day period to determine if they wish to remain in the position or return to their previous position.
- B. The Board will create, define and determine the qualifications for any new position.
- C. In the event that a vacant position is not filled from within the classification, bids from qualified employees in other classifications will be considered. Qualified employees, meeting the minimum qualifications listed on the job description shall be awarded the vacancy based on system seniority. If qualifications of two or more employees are equal, as defined in the job description, the most senior employee shall be selected.
- D. Pre School, Multi Handicapped and Severe Emotionally Disturbed units only are considered mobile units for the purpose of determining location, in posting of vacancies, and shall not require para-pro positions to be bid if the unit is moved to another location.

Exclusions

- A. Nothing in the procedure for filling job vacancies (Articles 4-1 through 4-3, paragraph 4-3.1) shall detract from the right of the Board to temporarily fill job vacancies, without regard to seniority, until such time as a permanent replacement is secured through applications of the appropriate procedure set forth. Within ten (10) work days of a vacancy within a classification, said vacancy shall be posted according to Article 4-1.
- B. If no eligible bids are received, the Board has the right to fill the vacancy at the end of the posting period.
- C. This Article is subject to the grievance procedure; however, the remedy to correct such grievance shall be limited to the cancellation of all bids. Thereafter, all employees affected directly or indirectly by the canceled bid shall revert to their previous status and the vacancy shall be rebid.
- D. No valid grievance shall exist or arise from a cancellation of a bid, reversion to prior status or rebid of a vacancy, which cancellation, reversion or rebid was made or required, to compensate a grievant for an error made under this Article.

SECTION 5

LAYOFF AND RECALL PROCEDURES

ARTICLE 5-1 LAYOFF PROCEDURES

- A. *Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position or lack of funds or lack of work, provisional employees in that classification shall be laid off first followed by probationary appointees. Layoff of classified employees shall be made in the inverse order of classification seniority. In the event two (2) or more employees have the same seniority date, the tie shall be broken by lot.*
- B. *An employee displaced from his/her current position due to a layoff, reduction in work or abolition of a position shall have the opportunity to displace/bump any employee with less seniority according to the provisions set forth in this article. The employee shall be notified twenty (20) working days in advance including a listing of employees he/she would be eligible to bump/displace based on seniority. The employee shall have ten (10) working days, from the date he/she receives the layoff/displacement notice, to notify the Board which employee he/she wishes to bump/displace. The notification and bumping/displacement process shall continue until all employees bumped/displaced from their positions have had the opportunity to bump/displace a less senior employee according to the provisions set forth in this article.*
- C. *In the event of a layoff, the Board and the Union may, by mutual agreement, schedule a one day bump/displacement session. All employees shall be notified ten (10) working days in advance of a scheduled one day bump/displacement session.*

- D. A person laid off/displaced under paragraph A or B above, shall have the right to bump any employee within the same classification if the laid off employee has greater classification seniority than the employee being displaced/bumped. The bumping/displacement process shall continue until all employees bumped/displaced from their positions have had the opportunity to bump/displace a less senior employee according to the provisions set forth in this article.

An employee laid off, bumped or displaced from his/her classification under paragraph A or B above, who has previous experience in another classification shall have the right to return to their former classification, based on seniority accrued in that classification, if the laid off, bumped or displaced employee has greater seniority than the employee being displaced/bumped provided the employee has maintained the certification for the position. The bumping/displacement process shall continue until all employees bumped/displaced from their positions have had the opportunity to bump/displace a less senior employee according to the provisions set forth in this article.

As used in this provision, "classification" means the following areas:

1. Custodial
2. Maintenance
3. Pupil Transportation
4. Educational Aides/Para-Professional
5. Food Service
6. Administrative Assistants
7. Head Bus Mechanic/Asst Bus Mechanic
8. Boiler Operators/Groundskeepers
9. Technology Technician

- E. Notice of layoff/displacement shall be sent to each affected employee no less than twenty (20) working days preceding the effective day of the layoff/displacement, and a copy of such notice shall be sent to the Union President. The notice will state the reasons for the layoff/displacement and the effective date.
- F. Upon receipt of written request from the Union President, the Board of Education will prepare and provide a list containing names, classification and seniority of each member of the bargaining unit.

ARTICLE 5-2 RECALL PROCEDURE

All vacancies shall be bid according to Section 4, Job Posting, Bidding and Filling of Vacancies of this Agreement, prior to any employee being recalled. Employees on the recall list may temporarily fill vacant positions during the bid procedure.

- A. A laid off employee will be given notice of recall at his last known address in the files of the Treasurer's office. It shall be the responsibility of each employee to keep the Treasurer's office informed of the current address in writing.
- B. A person on layoff shall maintain his recall rights for a period of two years from the date of layoff.

- C. In refilling vacancies caused by such layoffs, employees shall be recalled in reverse order of layoff.
- D. Notice of recall to laid off employees shall be sent by certified mail to the employee's last known address as listed in the Treasurer's office. The employee shall have ten (10) working days after the date of the recall to report for work. Date of recall means date of signed certified receipt of delivery or the date of attempted delivery shown on returned certified letter. If the employee does not return to work within ten (10) working days, his name will be removed from the layoff list and the employee will be considered as resigning his position.

SECTION 6

JOB DESCRIPTIONS AND EMPLOYEE EVALUATION

ARTICLE 6-1 JOB DESCRIPTIONS

- A. The Union shall be furnished with a copy of the job description of each classification covered under the terms of this contract upon adoption by the Board. Each employee whose duties are described by the Board adopted job description will, upon request, be given a copy of that job description. All newly hired employees and employees changing positions shall be given job descriptions.
- B. Prior to any change in any job description covered under this contract, the Union President shall be notified of such changes anticipated and the effective date of such change along with those employees affected, by written notice.

ARTICLE 6-2 EMPLOYEE EVALUATIONS

- A. Each employee will receive, no later than May 31, one formal evaluation annually.
- B. Prior to being placed in the file, the employee shall examine the evaluation form made out on any employee's work record and the employee shall initial said form. The initialing of said form shall mean that the employee has been offered a copy of the form and does not necessarily mean that the employee agrees with the contents. If the employee refuses to sign, a witness may initial the evaluation.
- C. An employee may write his comments on any evaluation form examined by him.
- D. An employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from his file.
- E. Each employee will be provided, upon request, with a copy of his or her evaluation without cost to the employee.

SECTION 7

EMPLOYEE DISCIPLINE

ARTICLE 7-1 DISCIPLINARY ACTION

- A. When disciplinary action is proposed, notice of the reasons for the disciplinary action shall be provided to the employee involved. Said employee shall have a right, upon request, to a hearing before the Superintendent, on such action and shall have a right to be represented at such hearing by the Union. When a disciplinary matter must be acted on by the Board, the hearing before the Superintendent shall take place prior to such Board action. Any such hearing must be requested within three (3) working days after notice of the reasons for the disciplinary action. Nothing in the above provisions prohibits the immediate discipline of an employee pending the outcome of the hearing process when the Superintendent deems such action as necessary.
- B. Except in those matters involving the health, safety or welfare of the public or those matters involving the safety and security of school property as determined by the Superintendent or his designee, the normal sequence of discipline for members of the bargaining unit will be as follows:
1. Verbal Warning;
 2. Written Reprimand;
 3. Suspension;
 4. Termination.

Bargaining unit employees will receive copies of all disciplinary action reports that, become part of their personnel file.

The Superintendent or his designee may depart from this sequence at any time that the conduct, in his judgment, warrants a more or less severe type of disciplinary action. An employee receiving a verbal warning or written reprimand may request the deletion of such warning or reprimand from his or her personnel file after completion of 18 consecutive months during which no recurrence of the same violation occurs. Record of disciplinary suspension may be deleted after thirty-six (36) consecutive months during which no recurrence of the same violation occurs.

- C. Employees shall not be verbally reprimanded in the presence of students, parents, other employees or members of the community unless such verbal reprimand is necessary to maintain the well-being of the school, (including the orderly conduct of school programs), the students and/or employees.
- D. Disciplinary action pursuant to Article 7-1 is subject to the grievance procedure.

SECTION 8

LEAVE OF ABSENCES

ARTICLE 8-1 SICK LEAVE

- A. Every regular employee of the Board shall be provided sick leave as required by the Ohio Revised Code, Section 3319.141. An employee shall be permitted to accumulate unused sick leave up to 310 days.

The Board of Education may, by regulation, impose reasonable limitations on the request for, use, and verification of requests for sick leave.

Bereavement Leave-Employees may use up to one (1) day of bereavement. This leave will not be charged against the employee's attendance incentive.

Employees may use up to one (1) additional day of bereavement leave for immediate family and such leave will not be charged against the employee's attendance incentive.

- B. Regular non-teaching employees may request and receive up to two (2) days leave per year without loss of pay for the purpose of attending the funeral of a member of the employee's immediate family as defined in paragraph C. Leave under this provision will be available only after the employee has first exhausted all available sick-leave days.
- C. The definition for immediate family as used in this Article shall be: father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother, step-father, or step-child, of said employee or any relative residing with the employee.
- D. Members of the bargaining unit may use sick leave for illness or disability due to pregnancy. A statement, from the employee's attending physician verifying the nature and extent of the disability will be provided by the employee requesting such leave, upon request of the Superintendent or his designee. In those cases where an employee has exhausted available sick leave, an unpaid leave of absence will be granted, upon request, for the remainder of the period of disability. Such leave of absence will not exceed one (1) year. Employees will, upon request, provide a physician's statement, verifying that they are physically capable of performing the regular duties of employment prior to returning from such leave.

Employees who anticipate the use of sick leave or disability leave by reason of pregnancy shall make application to the Superintendent or his designee not less than ten (10) days prior to the anticipated use of such leave. The employee's failure to timely request such leave may be waived by the Superintendent or his designee.

- E. An employee who is the mother or father of an infant child (by birth or adoption) and who is directly and immediately responsible for the primary care of that infant may request an unpaid leave of absence for purposes of caring for that child. Such leave must be requested at least thirty (30) days in advance of the first date for which leave is requested and may be granted for a period of up to one year or for such lesser period as the Board may determine.

ARTICLE 8-2 PERSONAL LEAVE

- A. An employee may be absent for the purpose of conducting personal business, as provided below, that cannot be conducted at times other than such employee's regularly scheduled work day. Said paid absence shall not exceed three (3) days per school year and shall not be deducted from sick leave.
- B. Personal Leave may not be used the day immediately preceding or following a holiday or vacation or on the first or last day of the school year, except under unusual circumstances at the sole discretion of the Superintendent or his designee.
- C. One of such days may be applied for pursuant to paragraph I thereof.
- D. The remaining two (2) days may be used for the following purposes only and pursuant to paragraphs D, E, F, and G hereof:
 - 1. To appear as a witness or a party to a court proceeding except, in any case where the Board of Education is a party,
 - 2. To attend, if necessary, a real estate closing for the purchase or sale of the employee's or his spouse's residence,
 - 3. To appear, when subpoenaed or summoned, before a government agency which has subpoena power, e.g., the Internal Revenue Service,
 - 4. To appear, if necessary, in legal proceedings involving the adoption of a child by the employee or his spouse,
 - 5. To observe or celebrate a day required by his religious faith to be observed or celebrated,
 - 6. To take care of necessary house moving problems, e.g., utility connections, moving day, etc.
 - 7. Any other specific reasons approved by the Superintendent or his designees in advance of the taking of personal leave.
- E. An employee must submit a written request for personal leave at least five (5) days in advance of the taking of personal leave, or personal leave will not be granted.
- F. Such request must be granted if the employee certifies in the request that one of the provisions listed in paragraph D applies to this request and certifies that he is entitled to personal leave on one of those grounds. Such a request under the provisions listed in paragraph D must state which of those specific provisions applies.
- G. Any request must be approved, in writing, by the Superintendent or his designee if the employee requests personal leave for any reason other than those listed in paragraph D, and the request must specifically state the purpose of and the reasons for the personal leave. In such case, approval may be granted or withheld by the Superintendent or his designee as he, in his sole discretion, may decide.

- H. If the Superintendent or his designee, in his sole discretion, determines that circumstances beyond the employee's control prevent advance written request for, and written approval of personal leave as required above, the Superintendent or his designee may, in his sole discretion, grant an oral and/or late request. A written explanation shall be submitted at the earliest practical time, but in no event later than five (5) days after the last day of absence. A report of such absence, signed by the employee and the Superintendent or his designee, shall be filed with the Treasurer within five (5) days following the last day of absence.
- I. A request for personal leave pursuant to paragraph C hereof must be made pursuant to paragraph E and shall certify that it is for the purpose of conducting personal business which cannot be conducted at times other than such employee's regularly scheduled work day. Such a request for a restricted day must be granted to any employee if the request states the specific reason for the request, however, a request for an unrestricted day may be limited to not more than 5% of the employees in the same classification for the same day. In that case, requests will be granted to the employee with greater seniority. The provisions of paragraph H hereof may also be applied to such requests.
- J. Employees will be reimbursed for unused leave days according to the table below. In order to qualify for reimbursement, an employee shall not have used more than one (1) day of accumulated sick leave, personal leave, or unpaid leave of absence during the six (6) month period for which the reimbursement, is made. Employees who qualify for reimbursement will be paid the bonus in January and July of each year. The fiscal year begins July 1 and extends through June 30. The first year begins from the effective date of the contract.

Days Used

9-10 month Employees	
Bonus paid in January of each year	
(for July 1-Dec. 31)	
1	\$100.00
1/2	\$175.00
0	\$200.00

11-12 month Employees	
Bonus paid in January of each year (for	
(for July 1-Dec. 31)	
1	\$125.00
1/2	\$200.00
0	\$250.00

Days Used

9-10 month Employees	
Bonus paid in July of each year	
(for Jan 1-June 30)	
1	\$100.00
1/2	\$175.00
0	\$200.00

11-12 month Employees	
Bonus paid in July 1 of each year	
for (Jan 1-June 30)	
1	\$125.00
1/2	\$200.00
0	\$250.00

- K. Unused personal leave shall be converted to sick leave at the end of each school year.

ARTICLE 8-3 LEAVE OF ABSENCE

8-3.1 General Provisions

- A. Employees absent from work due to a condition or disability will apply for disability retirement or service retirement with School Employees Retirement System. Accrued sick leave will be available for use until disability retirement benefits are approved. The Board of Education will grant a disability leave of absence for a period not exceeding two (2) successive school years. Any employee for whom a question of disability exists may be required to submit to an examination by a physician designated by the Board of Education. Any such examination will be conducted at Board expense. For purposes of this provision, disability means a condition rendering the employee unable to perform the normal duties of employment and which is reasonably expected to continue for a period of at least one year in the future.
- B. In the case of illness or disability not qualifying the employee for retirement, the Board will, on request, grant a disability leave of absence for up to two (2) successive school years.
- C. All other provisions of Board policy and practice with respect to payment of the Board's share of insurance premiums shall remain in effect.

8-3.2 Worker's Compensation

- A. All employees covered under this contract are covered under the State Worker's Compensation Act of Ohio.
- B. If the basis for a leave-of-absence is the result of a worker's compensation claim which was granted and in which the Board was the employer and that employee is receiving temporary-partial or temporary-total worker's compensation payments, the Board shall continue, for the period until the employee returns to the payroll, to pay the same portion of the hospitalization insurance premiums as provided in this contract, provided, however, that the payment of such premium shall not exceed one year.

ARTICLE 8-4 OAPSE LEAVE

8-4.1 Union Leave

- A. A cumulative total number of eleven (11) days with pay per school year may be granted to any of the officers and/or delegates of the Union by the Board. All expenses for the Union leave shall be paid by the Union, excluding pay for substitutes. In any year that the Union has one or more members elected to district or state OAPSE office and, by reason of such office required to attend the annual convention an additional two days of Union leave will be provided for that purpose.
- B. At any given time one (1) employee shall be permitted to take a one (1) year unpaid leave of absence to assume a paid position with OAPSE/AFSCME or the AFL-CIO. The employee's position will be filled with a substitute until said employee would return within the time specified, with no costs related to the employee's absence except the cost of employing a substitute.

8-4.2 In service Workshop

The Board shall provide all employees included within the bargaining unit a paid in service workshop one day per school year or the equivalent.

The time shall be determined by the Board and must be a minimum of 60 minutes per session.

8-4.3 Professional Leave

- A. Professional leave with pay may be granted by the Superintendent or his designee in accordance with the provisions of this Article. For the purpose of authorizing attendance at professional meetings, the words "professional meetings" shall mean any gathering at which the content lends itself to increasing the knowledge of the participant in his assigned field of employment in such a way as to make that individual more valuable to the school system. The employee shall submit a request for professional leave to the Superintendent's office no less than fifteen (15) school days before the date of the requested leave. The Superintendent or his appointed designee shall notify the employee in writing of his decision no less than ten (10) school days after the receipt of the request for leave. The time limits for submitting a request for leave may be waived by the Superintendent or his designee at his discretion.
- B. If the request for leave is denied, the notice will include a reason or reasons for denial, provided however, the denial of professional leave will not be subject to review through the grievance procedure.
- C. Upon submission by the employee on approved expense forms and approval by the Board of Education, the employee will be reimbursed for the reasonable and necessary costs of transportation, hotel bills, meals, and registration connected with the leave.
- D. An employee will write a report regarding the information gained from the meeting within one month following the leave.

ARTICLE 8-5 ASSAULT LEAVE

- A. In the event that an employee is required to take a leave because of an assault resulting in temporary-total disability, he shall be entitled to assault-leave payment. Assault-leave payment shall be the regular rate of pay, less any benefits, except medical payments, received from worker's compensation.
- B. Assault leave shall begin with the first day of absence from work due to the assault injury, but the employee may not accumulate sick leave during assault leave.
- C. Assault leave shall not be deducted from accumulated sick-leave days.
- D. To qualify for assault leave, an employee must first file claim with the Bureau of Worker's Compensation.

- E. A certificate must be furnished by a physician, stating the nature of the disability and the expected period of recovery time. To be entitled to compensation for assault leave, the employee must file a written report with the Superintendent stating the facts, identifying the assailant and stating the names and addresses of all witnesses.
- F. No leave shall be granted for longer than thirty (30) days from the date of assault.

ARTICLE 8-6 HOLIDAY LEAVE

8-6.1 Holiday Leave Policy

- A. Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight-time hourly rate for their normal daily hours of work for such holidays.
- B. In order to be eligible for holiday pay, an employee must accrue earnings on his last scheduled workday prior to such holiday and his first scheduled workday following such holiday or on sick leave for which pay was granted.
- C. Holidays falling on Saturday shall be celebrated on the preceding Friday, unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following the Saturday will be celebrated as the holiday. Then the employee, otherwise eligible for holiday pay, shall be paid the equivalent of one-day's pay at his regular rate for such holiday in addition to his normal pay for that day.
- D. Holidays falling on Sunday shall be celebrated on the following Monday, unless that Monday is a regular scheduled day of pupil attendance, in which event, the Friday preceding Sunday shall be celebrated as the holiday. In the event that Friday is a regularly scheduled day of pupil attendance, the employee, otherwise eligible for holiday pay, shall be paid the equivalent one day's pay at his regular rate for such holiday in addition to his normal pay for that day.
- E. In the event the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for classified personnel in this provision, the designated holidays herein may be changed, provided that the number of paid holidays for employees in each classification shall not be reduced in number.

8-6.2 Recognized Holidays

8-6.2.1 12-month Employees The following days shall be recognized as paid holidays for all twelve month employees:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving Day |
| Memorial Day | Day Before Christmas Day |
| Independence Day | Christmas Day |
| Veterans Day | |

8-6.2.2 Less Than 12-Month Employees The following days shall be recognized as paid holidays for all regular full-time employees working less than twelve months:

New Year's Day	Day Before Christmas Day
Martin Luther King Day	Christmas Day
Good Friday	Memorial Day
Thanksgiving Day	Labor Day
Day After Thanksgiving Day	Veterans Day

ARTICLE 8-7 **VACATIONS**

- A. All classified employees employed on a twelve-month and eleven-month basis shall be entitled to a vacation with full pay.
- B. An employee will accrue vacation at the end of each month beginning the month he/she becomes vacation eligible.
- C. As used in this provision "year" means the twelve-month period - January through December.
- D. Entitlement to vacation is based on the number of completed years of service as indicated in paragraph F, with the exception of year one. For year one, vacation accrued from the month the employee is hired (or becomes vacation eligible) to the end of December in that calendar year will be the vacation time available for usage the following year.
- E. For vacation purposes only, year one of service is considered completed December 31st of the year hired.
- F. All eligible employees shall be granted vacations with pay each year in accordance with the following schedule:

Years of Service Completed	Weeks Vacation
More than 1, but less than 8	2
8 or more, but less than 15	3
15 or more, but less than 25	4
25 or more	5

- G. The Superintendent or his designee may limit the number of employees permitted to be on vacation at any one time. He shall not exercise this discretion unless it is necessary for the efficient operation of the schools.
- H. Application for vacations shall be submitted by February 15 of each year and granted by the Superintendent or his designee on a seniority basis. Applications submitted late may be granted by the Superintendent or his designee in the order in which they are received.
- I. No more than two (2) weeks vacation may be taken consecutively.

- J. One week of vacation may be taken anytime (excluding the week before school starts) for employees with eight (8) years or more of service. Custodians must have building principal approval to take vacation days two (2) weeks prior to the beginning of and one (1) week after the conclusion of the school year.
- K. The Superintendent or his designee may, in his sole discretion, waive the provision of paragraph J and I upon request of an employee.
- L. An employee on a 9 or 10-month contract who obtains an 11 or 12-month position will receive vacation after one full year of employment as an 11 or 12 month employee. This vacation will reflect years of service from original hire date of uninterrupted service.

(i.e. seven (7) years x ten (10) months = 70 months or 5 years and 10 months)

ARTICLE 8-8 JURY DUTY

Employees shall be granted a leave of absence with pay if subpoenaed for jury duty or subpoenaed as a witness to a court of law. Any compensation derived from such jury duty shall be relinquished to the Treasurer of the Board. Leave under this article shall not count against the employee's attendance incentive.

ARTICLE 8-9 CHILD CARE LEAVE, AS FOLLOWS:

- A. In addition to the Pregnancy Leave provided in this Article, a Bargaining Unit Member who is pregnant or adopting a child shall be entitled to a Leave of Absence Without Pay for child care reasons to begin six (6) weeks following termination of pregnancy, or in the case of adoption, upon receipt of custody. The term of the Leave shall be scheduled to the extent possible to cause the least disruption to the educational program and may, as recommended by the Superintendent, be for the remainder of the school year and may be extended for an additional school year upon application for extension.
- B. Application for Child Care Leave shall be made in writing and shall advise the Board of Education of the commencement of the Leave as far in advance as possible. The application shall be filed with the Superintendent.
- C. For purposes of this provision, "Child Care Leave" is available to a Bargaining Unit Member who is the mother or father of an infant child (by birth or adoption) and who is directly and immediately responsible for the full-time care of that child. In the case of adoption, Child Care Leave is available for the care of a pre-school age child.
- D. Child Care Leave shall be granted without pay.
- E. A Bargaining Unit Member on Child Care Leave shall have the right to maintain in force Health and Life Insurance Benefits pending approval and subject to the conditions of the Carrier(s) involved. The Bargaining Unit Member shall pay one hundred percent (100%) of the premiums, in advance, directly to the Treasurer of the Board of Education by the first of each month. Failure to pay such premiums by the first of each month shall void the Bargaining Unit Member's right to maintain Insurance Benefits for the duration of his/her Leave.

- F. No Bargaining Unit Member shall return to service prior to the expiration date of such Leave without the approval of the Superintendent. Any Bargaining Unit Member who does not return to service at the stated termination date of such Leave shall be deemed as having abandoned his/her Contract and all rights and privileges of employment shall thereupon be extinguished.
- G. A Bargaining Unit Employee on Child Care Leave shall notify the Superintendent by July 10 of the Bargaining Unit Member's intent to return to duty, request additional Leave, or resign from service.
- H. Upon return the Bargaining Unit Employee shall be assigned to a position for which he or she is certified and shall resume the remaining portion of the Contract after deduction of the term of the Leave of Absence.

ARTICLE 8-10 FAMILY AND MEDICAL LEAVE ACT

- A. Notwithstanding other provisions of this agreement, all benefits guaranteed by the FMLA shall be provided to bargaining unit employees.
- B. All alleged violations of the FMLA may be processed as grievances in accordance with the provisions of this agreement. Such grievance does not prevent an employee from enforcing their rights under the FMLA as provided by law.
- C. Leaves granted under the FMLA shall be granted upon request after an employee has exhausted all leaves provided under this agreement.
- D. Eligibility - An employee must have worked 1250 hours with the Logan-Hocking Local School District in the 12-month period preceding leave to be eligible for benefits under the Act.

ARTICLE 8-11 MILITARY LEAVE

- A. Military Leave will be granted to employees pursuant to the ORC. Upon return from such service, restoration to employment shall be as provided by Section 3319.085, ORC.

SECTION 9

HOURS OF WORK

ARTICLE 9-1 STANDARD WORK WEEK FOR ALL EMPLOYEES

The standard workweek shall not exceed forty (40) hours in any one-calendar week. A calendar week begins on Monday and continues through Sunday. An uninterrupted 30-minute unpaid lunch period will be scheduled each day for employees regularly assigned a work schedule of five hours per day or more.

All cafeteria workers who are employed six (6) hours or more daily shall be entitled to a fifteen (15) minute duty-free paid break prior to serving students.

Employees will be paid for all mandatory meetings and training sessions.

All twelve (12) month employees will work day shift during summer break and breaks in the school calendar unless directed otherwise by their supervisor.

The shift differential shall be paid for all hours worked that qualify for shift differential and shall be considered part of the regular rate of pay for overtime purposes for those employees qualifying for such shift differential.

ARTICLE 9-2 WORKDAY FOR CUSTODIANS

All regular full-time custodian's workday hours shall be consecutive hours in a day, exclusive of lunchtime.

ARTICLE 9-3 WORKDAY FOR SCHOOL BUS DRIVERS

9-3.1 Policy

Individual bus driver's workday hours (daily route time) shall be determined by the end of September using the following criteria to determine total daily hours:

- A. Morning Start Time: Fifteen (15) minutes prior to leaving the bus parking area. This is to be used for bus warm-up and for conducting routine daily safety and maintenance inspection by the bus driver.
- B. Morning Stop Time: The time of arrival at the bus parking area in the morning after discharge of the last student at the assigned school or authorized discharge point.
- C. Afternoon Start Time: The time of leaving the bus parking area in the afternoon to pick up students at their assigned school or authorized pickup point no more than ten (10) minutes before the students are scheduled to be picked up.
- D. Afternoon Stop Time: The time of arrival at the bus parking area in the afternoon after discharge of the last student at the authorized discharge point.

- E. Other Time: In those instances where a driver is required to depart from the normal route of travel for the purpose of fueling his school bus and the time spent in travel to and from the fuel pumps is not otherwise included in the driver's daily route time, an increment will be added to the driver's daily work hours to compensate the driver for that time.
- F. Temporary or trial bus routes created for the purpose of transporting student(s) who cannot be transported on an existing route may be filled on a temporary basis for up to twenty (20) working days. On the twenty-first (21st) day the route must be posted for bid according to Section 4, Job Posting, Bidding, and Filling of Vacancies, of this Agreement or abolished.

9-3.2 Verification of Bus Routes

Any driver may request the transportation supervisor to review the daily route time for that driver's assigned route. The transportation supervisor will conduct such review within ten (10) working days after request or as soon thereafter as reasonably possible. If three (3) or more requests are pending, the review will be conducted not later than twenty (20) working days after the request or as soon thereafter as reasonably possible.

ARTICLE 9-4 EXTRA WORK

9-4.1 Extra Work for Employees

9-4.1.1 Policy

- A. Extra work shall be any time worked beyond an employee's regular scheduled hours.
- B. If a grievance arises under the terms of this Article, and after investigation, the grievant's allegations are sustained, he/she shall be compensated for the error. Once compensated, the grievant is charged as though he/she has worked and the rotation is continued.

9-4.1.2 Extra Work Distribution

- A. All extra work shall be offered to bargaining unit personnel on a rotation basis, recognizing seniority and using the following formula:
 1. All extra work shall be posted five (5) days in advance, if possible. Employees shall be awarded extra work within their own job location before it is offered to an employee from another location.
 2. If no employee within a job location requests the extra work, it shall be offered to the most senior employee within the job classification from the extra-work sign-up list on a rotating basis. (See paragraph 9-4.1.3.)
 3. A head cook may be assigned, regardless of rotation, where considered necessary by the food service supervisor.

- B. If the extra-work job is not filled according to paragraph A, the supervisor, at his sole discretion, shall assign the least senior employee in that classification to extra work or shall assign a substitute employee in that classification to the extra work.
- C. Any extra work that is required with less than a twenty-four (24) hours notice to the appropriate supervisor can be assigned at his sole discretion.

9-4.1.3 Extra Work List

- A. All interested employees shall sign up for the extra-work list at the Organizational Day Meeting held prior to the beginning of school and before January 1.
- B. Extra-work sign-up lists are to be posted by seniority and used by rotation.
- C. If an employee refuses extra work three (3) times, he/she is taken off the list for the balance of the sign-up period. An employee who works in a building where events are regularly scheduled and overtime is required on a routine basis will not be taken off the overtime list, for refusing overtime three (3) times for the same scheduled activity.
- D. New regular employees can sign up for the extra-work sign-up list within the first week of regular employment by the Board.
- E. If less than twenty-four (24) hours notice of extra work, a refusal or pass of extra work will not count as a refusal under the above Section C.
- F. Employees interested in working on the summer work crews shall have the opportunity to sign up on a roster prior to June 1 of each school year in their respective buildings or work area. All summer work shall be offered to bargaining unit employees.

9-4.2 Extra Work Trips for School Bus Drivers

- A. Extra trips shall be posted by seniority and rotated. This excludes mid-day trips. More than 9 passengers, excluding the driver, shall constitute an extra trip to be assigned to a regular driver. Extra trips shall include the Tri-County run on days when Tri-County Career Center is in session and Logan-Hocking is not.
- B. An extra-trip list shall be made up for regular drivers with seniority two (2) times per year. The first list will be made at the in-service day prior to the beginning of the new school year and start, in order of driver seniority, beginning the first day of classes of the new school year. The second list will be made effective on the first day of school after the Christmas break, and selection will start at the top of the seniority list with all other drivers listed below in order of seniority. Trips shall be offered to drivers based on a seniority rotating roster.

For the purposes of this paragraph eight (8) hours or less notice will constitute an emergency. In an emergency, the transportation supervisor will start with the next senior person in rotation of seniority on the extra trip list and continue to call the next senior person until he is able to contact the next senior person with verbal contact, then that senior person will get that trip. Messages and answering machines will not count as contact. No grievance can be filed against the transportation supervisor if a driver does not answer his/her phone or is not home.

- C. The transportation supervisor shall have the sole responsibility for the smooth operation of the extra trip distribution, except as provided in this paragraph.
- D. If, after a reasonable effort to obtain a driver from the extra-trip list for an extra trip, the supervisor is unsuccessful, he may assign the trip to the least senior driver from a list of drivers not on the extra-trip list then to a substitute driver.
- E. Refusal of extra trip work on three (3) occasions in any half year period will result in removal of that driver's name from the extra-trip list for the balance of that period. No driver shall be charged with more than one chargeable pass for any single event. Extended illness of 3 or more days of a driver does not constitute a refusal of an extra trip. If off on three (3) or more days of sick leave, a driver will not be charged for any missed extra-trips. The driver will not make up missed trips. Instead, the driver will be assigned trip in normal rotation. If a driver accepts a trip and the departure time is changed more than 2 times, the driver shall have the right to refuse the trip, with no chargeable pass, and the driver shall be offered the next available trip.
- F. Bus drivers assigned extra trip work will be paid for such work at their regular rate of pay for all time spent driving and at the rate of 0 years step plus \$.75 per hour for waiting time. Any time a driver is unexpectedly required to stay with their bus during down time, this should be reported to the supervisor and paid as regular time. Drivers entitled to blended rate for overtime pay with respect to such hours will be compensated at the greater of one and one half times the applicable rate of pay or the amount of overtime compensation required to be paid in compliance with the Fair Labor Standards Act, whichever is greater. Drivers assigned extra trips will report the number of hours spent on each such trip on a form provided by the Board of Education. Drivers will be paid from portal to portal (from where the trip starts and ends). Drivers will be paid fifteen (15) minutes for bus inspection prior to the trip.
- G. Drivers will be paid a minimum of four (4) hours, with two (2) hours being driving time and two (2) hours being sit time, for extra trips that are scheduled either after regular school hours or on weekends.
- H. Bus drivers who are required to attend a safety meeting the day before school starts shall be paid for the time they are in attendance at such meeting. Bus drivers who are required to attend student disciplinary meetings at times other than regular duty times will be paid their regular hourly rate of pay for such time. Any request for additional payment by reason of attending such meetings must be submitted to the driver's immediate supervisor prior to the end of the pay period for which payment is requested.

- I. Non-chargeable pass is permissible for an unpaid Bus Driver Related Event, e.g.: ROAD-E-O. Driver(s) will be offered the next available trip if he/she had to decline a trip to attend the Bus ROAD-E-O. Bus Drivers shall not be charged with a chargeable pass for one trip per year due to an OAPSE training or Conference.
- J. The union president shall be notified about all extra trips prior to them going out, when possible.
- K. When groups outside of the school general fund offer to pay for a trip, that group is permitted to charter buses as long as the school general fund is not used to pay for the chartered trip. Special events include: all athletic, band, vocational agriculture, and educational teams which advance past sectional competition or are invited to participate in events to represent the Logan-Hocking Schools, such as parades, etc.

9-4.3 Extra Hours

- 1. Employees who are less than full-time, excluding bus drivers, and are available for additional work will sign up at the in-service day prior to the beginning of school. When additional work becomes available due to the absence of an employee assigned to a greater number of hours at the same location, such absence having been reported to the supervisor at least twenty-four (24) hours in advance, the additional work will be performed by an employee at the same location who has signed up for additional work. A rotating seniority list shall be established at each building for the purpose of assigning such work. A refusal shall count as a turn on the rotating list.

Intent is to replace absent employees only. The employee moving into the absent position does not create another absence.

- 2. Extra time for cafeteria employees, when necessary, will be provided and should be requested through the food service supervisor.

3. Bus Drivers

Whenever it is believed that a bus driver will be absent from work for more than ten (10) days, bus drivers who work less than four (4) hours per day will be offered the opportunity to "bump up" and drive the route of the absent employee. The employee shall be paid his/her current rate of pay for all hours worked. Only one bump shall be permitted for each absent employee. "Bump ups" shall be offered on a rotation basis according to classification seniority among those employees who work less than four (4) hours per day.

ARTICLE 9-5 OVERTIME

All hours in excess of forty (40) hours in one work week, as defined in Article 9-1, shall be paid at the rate of time and one half. Overtime is defined as the extension of an employee's scheduled daily work hours. All overtime work must be authorized by the Superintendent or his designated representative. For the purposes of computing overtime pay, employees shall be considered as having worked their regular schedule on a paid holiday, calamity day, vacation day.

SECTION 10

PAY AND ALLOWANCES

ARTICLE 10-1 GENERAL PAY PROVISIONS

An employee shall receive his regular straight-time hourly rate for all hours worked in excess of his regularly scheduled hours up to forty (40) in any week. Time and-one half compensation shall be paid for all hours worked in excess of forty (40) hours in any one week. Employees who are authorized to work and who work in excess of forty (40) hours in any week will be paid overtime compensation for those hours in the pay period following the period in which the hours were worked. There shall be no pyramiding or duplication of overtime hours paid. Where two overtime or premium rates are applicable, only one shall be paid.

ARTICLE 10-2 CLASSIFICATION PAY

- A. The Board agrees that if any employee is required to perform work outside his job classification, such employee shall receive the rate of pay for the higher classification.
- B. Any such assignment must be continued and performed for a period of five (5) consecutive working days for the employee to become eligible for the rate of pay for the higher classification.
- C. In the event an employee meets the requirements set forth above, the rate of pay will be calculated from the first day of working in the higher rate classification.

ARTICLE 10-3 SHIFT PAY

Any regular twelve (12) month employee who is assigned to the second shift (starting after 1:00 p.m.) shall receive an additional forty cents (\$.40) per hour.

ARTICLE 10-4 REPORT PAY

- A. When an employee is required to make a building check, assigned other such work, or called to the school by reasons of an emergency on a day he is not regularly scheduled to work, he shall be compensated at his regular hourly rate for a minimum of two (2) hours pay for 0-1 hours work and four (4) hours pay for one (1) hours or more work.
- B. If any extra-curricular bus trips previously scheduled are canceled within eight (8) hours of departure time, the bus driver shall be compensated for a minimum of four (4) hours at regular pay as per Article 9-4.2, Paragraph G. Should such cancellation be caused by calamity such as weather, or cancellation is not in control of the local group involved, such minimum time of notification shall not be less than one (1) hour. Whenever such question as to calamity arises, the Superintendent shall decide if the driver is entitled to compensation for the late notification.
- C. There shall be no pyramiding or duplication of wages paid.

ARTICLE 10-5 CALAMITY DAY PAY

- A. All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.
- B. For purposes of this Article, "calamity day" means a day during which the schools are closed and for which no makeup day is required in order to satisfy the minimum school year prescribed by Section 3317.01 (B) of the Revised Code.
- C. If an employee is required to perform work for the Board on a calamity day, he shall report to work and be paid at the regular rate of pay for the calamity hours worked.
- D. There shall be no pyramiding or duplication of wages paid. Where two (2) wage rates are applicable, only the higher shall be paid.
- E. If calamity days are eliminated by the State, the parties agree to meet and negotiate the effects.

ARTICLE 10-6 HOLIDAY PAY

Refer to Article 8-6 for holiday pay provisions.

ARTICLE 10-7 ASSAULT LEAVE PAY

Refer to Article 8-5 for assault leave provisions.

ARTICLE 10-8 SCHOOL BUS SERVICING AND MAINTENANCE SUBSIDIES

10-8.1 Servicing Subsidy

Bus drivers will be paid an additional amount of \$100.00 as compensation for time and effort spent in cleaning the interior of the bus and fueling the bus during the year and providing routine servicing normally required of bus drivers. This payment will be pro-rated and paid in part each pay period. An additional payment of \$100 (one hundred dollars) at the end of the school year is conditional upon the driver returning the school bus, cleaned to the satisfaction of the transportation supervisor, at the end of the school year.

10-8.2 Exception

Any dispute regarding eligibility for subsidy described in paragraph 10-8.1 will be submitted to the Superintendent whose decision shall be final provided that no driver will be denied the subsidy provided in paragraph 10-8.1 (bus cleaning) without first being given the opportunity to reclean the bus.

ARTICLE 10-9 PHYSICAL EXAMINATION/DRIVING ABSTRACT/CRIMINAL BACKGROUND CHECK

The Board of Education will pay the cost of any physical examination required of any member of the bargaining unit. The Board of Education will reimburse employees up to \$50.00 for the cost of annual physical examinations required by state law. Such examinations may be conducted by a licensed physician of the employee's choosing. The examination and report will include such matters as may be required by state regulations and the Board of Education.

The Board of Education will pay the cost of any driving abstract and/or criminal background check required of any member of the bargaining unit. All such abstracts and/or background checks will be promptly filed with the Board of Education.

ARTICLE 10-10 REIMBURSEMENT FOR APPROVED TRAVEL EXPENSES

- A. Employees who are required to use their personal vehicles to travel from one work site to another as part of their assigned responsibilities shall be reimbursed at the IRS approved rate per mile for all reasonable and necessary miles traveled. This provision does not apply to travel from an employee's home to the initial work site or travel home from the last work assignment of the day.

- B. Employees entitled to reimbursement for approved travel expenses (including both mileage and another approved, reasonable, and necessary travel expense) will submit travel vouchers on or before the final regularly scheduled school day of each month or by the 25th day of the month if school is not in session.
1. Employees entitled to reimbursement for approved travel expenses totaling \$25.00 or more will be paid no later than the fifteenth of the month following submission of the voucher.
 2. Employees entitled to reimbursement for approved travel expenses totaling, in the aggregate, less than \$25.00 will be paid those expenses at the time of the final pay for that school year.

ARTICLE 10-11 UNIFORM ALLOWANCE

- A. A rental uniform will be provided to the bus mechanics, maintenance employees, and boiler operators/groundskeepers.

The Board will pay total cost per week per employee for such uniforms. Any employee provided a uniform under this provision will wear the uniform while on duty.

Food service employees (head cooks and assistant cooks) will wear clean uniforms while on duty.

Each food service employee will be reimbursed for the following clothing/uniform and show expenses each year as follows:

1. All food service employees shall receive be reimbursed for up to three (3) shirts, three (3) slacks and/or skirts per year and up to one hundred (\$100.00) dollars for non-skid safety shoes of their choice provided they meet safety standards established by the employer.
2. The Board will provide custodians with up to two pairs of slip on non-skid safety shoes per year.
3. The Board will provide special education aides and health aides with five (5) smocks/uniforms per year at no cost to the employee.

ARTICLE 10-12 PAYROLL DEDUCTIONS

10-11.2 Insurance

The Board agrees that any employee who is required to pay a portion of a Board-adopted insurance plan may do so through payroll deductions.

10-11.3 Union Dues

- A. The Board agrees to deduct Union dues from the pay of the employees who request, in writing, that such deduction be made. The enrollment period shall be from September 1 to November 1. Employees new to the district may commence deductions at any time during their first year of employment. Further, Union employees may authorize, in writing, additional deductions for contributions to any of the following:
1. P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality)
 2. U.S. Savings Bond
 3. United Way
 4. Credit Union
 5. B.Y.F.
 6. OPEDCP (Ohio Public Employees Deferred Compensation Program)
 7. A.C.E.
 8. Other Board Approved Organizations
- B. Deductions will be made in twenty equal installments, beginning in September and ending in June. Prior to September 1 each year the Treasurer of the Union will advise the Board of the amount of deductions of yearly dues to be made.
- C. The Board will deduct from the paychecks of employees who have authorized such deductions, Local #218 dues for the period from September 1 through August 31. Local #218 dues for the period specified above will be deducted in full in September. The Local #218 Treasurer will certify the amounts to be deducted and the amount so certified will be deducted and paid directly to the Local Treasurer. Local #218 will indemnify and hold the Board and its employees harmless from any and all claims arising by reason of the deduction and payment of dues.
- D. Employee authorization for the deduction of Union dues shall remain in effect until specifically revoked in writing. State dues will be forwarded directly to the Union by the Board with a list of employee deductions. During the period of this contract, the Board will not authorize the deduction of dues for the benefit of any other employee organization whose membership consists primarily of non-teaching employees of the school district. The Union will indemnify and hold the Board and its officers and members harmless from any loss, cost or damage arising out of the provision of paragraph 10-12.2.
- E. Local Union dues shall be deducted from new employees upon the Union submitting to the Treasurer's office the appropriate information.

10-11.4 Fair Share Fee/Agency

A. Agency Fee Deduction

The Board of Education will deduct an amount equal to the annual OAPSE Local 218 (the Union) membership dues (exclusive of assessments) from the paychecks of members of the bargaining unit who are not members of the Union or who cease to be members of the Union.

B. Certification of Agency Fee

Not later than September 1 of each year, the Union will certify to the Board of Education the amount of annual Union membership dues paid to the Union by members of the Union exclusive of assessments. Such amount shall be known as the annual agency fee. The Union will also certify the names of each member of the bargaining unit who is not then a member of the Union or who thereafter ceases to be a member of the Union.

C. Deduction

The Board of Education will deduct, from the paychecks of those persons certified to it as non-members, that portion of the total annual agency fee pro-rated over the same period as dues are deducted from the paychecks of Union members. Amounts deducted will be paid to the Treasurer of the Union not later than thirty (30) days after the date of each payroll from which deductions have been made.

D. Indemnification

The Union will indemnify and hold harmless the Board of Education, its members, officers, employees and Treasurer from any and all claims of any kind arising out of or related to the deduction and payment to the Union of agency fees as provided in this Agreement. This provision is severable and shall continue to be binding on the parties notwithstanding the validity of any other provision relative to agency fees.

E. Rebate

Upon timely demand, non-members may appeal to the Union for rebate of the fair share fee pursuant to the internal procedure adopted by the Union which shall conform to federal law, or such non-members may submit such appeals as provided by RC 4117.09 (C).

F. Agency Fee Limitations

The agency fee(s) collected shall not be used by the Union to finance any partisan political activities or litigation unrelated to collective bargaining. The agency fee may be used only for expenditures related to the collective bargaining activities of the Union.

ARTICLE 10- 13 PAY DATES

G. During the term of this agreement paychecks for members of the bargaining unit will be issued on alternative Fridays. Employees, whose regular scheduled hours of work begin after 1:00 PM, shall receive their paychecks on the Thursday of payroll week upon notification to the treasurer by noon on Wednesday of same week. Paychecks are to be picked up at the board office.

H. If a pay date falls on a holiday, the preceding workday shall be the pay date.

ARTICLE 10-14 SALARY SCHEDULES

Salary increase for 2010-11 shall be two percent (2%) across the board

Salary increase for 2011-12 shall be two percent (2%) across the board

The parties will re-open negotiations for salary and insurances only (including that the Health Reimbursement Account will be open for discussion and bargaining) for the contract year July 1, 2012 through June 30, 2013. The re-opener shall be in accordance with Section 2, Contract Negotiations, of the CBA.

2% Across the Board
2010/2011

	<u>Boil OP</u>	<u>Asst Boil OP</u>	<u>Maint Per</u>	<u>Bus Driver</u>	<u>Head Mech</u>	<u>Asst Mech</u>	<u>Head Cook</u>	<u>Cook Asst</u>	<u>Cook</u>	<u>Cust</u>	<u>Para Pro</u>	<u>Ed Aide</u>	<u>Adm Asst</u>	<u>Tech</u>	<u>Tech Associate</u>	<u>Tech Bachelors</u>
0	14.49	14.25	15.22	14.32	15.84	14.80	13.86	13.56	12.85	14.07	13.47	12.69	13.79	17.05	39,881	46,105
1	16.76	16.52	17.25	16.38	17.89	17.30	16.30	15.95	13.50	16.30	15.86	12.74	16.08	19.74	41,495	48,180
2	16.81	16.58	17.54	16.51	18.17	17.43	16.35	16.00	13.90	16.35	15.91	13.64	16.13	19.87	43,108	50,255
3	16.86	16.63	17.75	16.67	18.39	17.56	16.40	16.05	14.15	16.40	15.96	13.88	16.18	20.00	44,722	52,329
4	16.91	16.68	17.89	16.83	18.58	17.70	16.45	16.11	14.30	16.45	16.01	14.08	16.23	20.13	46,336	54,404
5	16.96	16.73	18.05	16.98	18.78	17.83	16.50	16.16	14.41	16.50	16.07	14.26	16.28	20.27	47,996	56,479
6	17.06	16.78	18.18	17.13	18.94	17.96	16.55	16.21	14.48	16.55	16.12	14.37	16.33	20.40	49,563	58,554
7	17.17	16.83	18.29	17.27	19.08	18.09	16.61	16.26	14.55	16.62	16.17	14.49	16.38	20.53	51,177	60,628
8	17.24	16.88	18.38	17.37	19.20	18.23	16.66	16.31	14.58	16.66	16.22	14.52	16.43	20.67	52,791	62,703
15	17.51	17.14	18.63	17.61	19.45	18.33	16.76	16.41	14.95	16.87	16.32	14.96	16.54	20.77	54,404	64,778
18	17.62	17.25	18.66	17.66	19.50	18.38	16.81	16.46	15.01	16.92	16.37	15.00	16.61	20.82	56,018	66,853

2% Across the Board
2011/2012

	<u>Boil OP</u>	<u>Asst Boil OP</u>	<u>Maint Per</u>	<u>Bus Driver</u>	<u>Head Mech</u>	<u>Asst Mech</u>	<u>Head Cook</u>	<u>Cook Asst</u>	<u>Cook</u>	<u>Cust</u>	<u>Para Pro</u>	<u>Ed Aide</u>	<u>Adm Asst</u>	<u>Tech</u>	<u>Tech Associate</u>	<u>Tech Bachelors</u>
0	14.78	14.54	15.52	14.61	16.16	15.10	14.14	13.83	13.11	14.35	13.74	12.94	14.07	17.39	40,679	47,027
1	17.10	16.85	17.60	16.71	18.25	17.65	16.63	16.27	13.77	16.63	16.18	12.99	16.40	20.13	42,325	49,144
2	17.15	16.91	17.89	16.84	18.53	17.78	16.68	16.32	14.18	16.68	16.23	13.91	16.45	20.27	43,971	51,260
3	17.20	16.96	18.11	17.00	18.76	17.91	16.73	16.37	14.43	16.73	16.28	14.16	16.50	20.40	45,617	53,376
4	17.25	17.01	18.25	17.17	18.95	18.05	16.78	16.43	14.59	16.78	16.33	14.36	16.55	20.53	47,262	55,492
5	17.30	17.06	18.41	17.32	19.16	18.19	16.83	16.48	14.70	16.83	16.39	14.55	16.61	20.68	48,955	57,608
6	17.40	17.12	18.54	17.47	19.32	18.32	16.88	16.53	14.77	16.88	16.44	14.66	16.66	20.81	50,554	59,725
7	17.51	17.17	18.66	17.62	19.46	18.45	16.94	16.59	14.84	16.95	16.49	14.78	16.71	20.94	52,200	61,841
8	17.58	17.22	18.75	17.72	19.58	18.59	16.99	16.64	14.87	16.99	16.54	14.81	16.76	21.08	53,846	63,957
15	17.86	17.48	19.00	17.96	19.84	18.70	17.10	16.74	15.25	17.21	16.65	15.26	16.87	21.19	55,492	66,073
18	17.97	17.60	19.03	18.01	19.89	18.75	17.15	16.79	15.31	17.26	16.70	15.30	16.94	21.24	57,138	68,190

ARTICLE 10-15 SERS PICKUP THROUGH SALARY REDUCTIONS

- I. The Board of Education agrees to deduct from the gross earnings of each member of the bargaining unit that amount determined to be the member's contribution of the School Employees Retirement System. Amounts so deducted and paid will be designated as Board paid retirement contributions and will be excluded from the employee's gross earnings for Federal and State income reporting and withholding tax purposes so long as *such reporting and exclusion are in compliance with Federal, State, and Local tax law and regulations.*
- J. The Union and the Board agree that any salary reduction necessary to comply with this provision is a proper, lawful and uniform salary reduction.
- K. Article becomes effective 1-1-87.

SECTION 11

EMPLOYEE BENEFITS

The insurance benefits provided under Article 11 shall be provided for members of the bargaining unit regularly assigned to a schedule providing for twenty (20) work hours per week or more or who were in the employment of the Board of Education before September 1, 1985. Insurance coverage begins the first day of the month following the date members qualify for benefits. Insurance coverage will terminate when employment ends. If the employee loses coverage due to a reduction in force, the employee shall be credited with the employee's portion of the pre-paid premium not used for health insurance coverage.

ARTICLE 11-1 LIFE INSURANCE

- A. The Board shall provide a life insurance policy of \$50,000.00 to each employee at no cost to the employee. The policy will include a double indemnity provision in the case of accidental death.
- B. The Board will offer an insurance plan or additional optional group term insurance for classified staff and their eligible dependents. Classified staff may purchase this additional insurance at his/her own expense through payroll deduction.

ARTICLE 11-2 HEALTH INSURANCE

The Board will pay ninety-five percent (95%) of the cost per enrolled employee for health insurance premiums for employees hired prior to the signing of this agreement in 2004, benefits not less than presently provided employees in the Logan-Hocking Local School District. The insurance carrier is to be designated by the Board.

Bargaining unit members who were on the Board's payroll and who were eligible to receive health insurance benefits at the signing date of this agreement in 2004, shall continue to receive health benefits at the same level at the signing date of this agreement, even if there is an involuntary reduction in the bargaining unit member's hours or time. The level of benefits shall be as provided in the 2001-04 negotiated agreement, with unit members paying five (5) percent of the cost of either single or family coverage for those employees assigned to work 20 hours per week or more. However, all bargaining unit members hired on or after July 19, 2004, shall be provided health insurance benefits as follows:

- a. If a bargaining unit member is regularly assigned to work twenty (20) hours per week or more, that unit member shall be eligible to purchase health insurance through the Board's plan.
- b. If a bargaining unit member is regularly assigned to work twenty- five (25) hours per week or more, that unit member shall pay ten percent (10%) of the premium for family or single coverage.
- c. Bargaining unit members regularly assigned to work less than twenty-five (25) hours per week who elect to receive health insurance benefits shall pay a portion of the premium for family or single coverage based upon the full time equivalent (FTE) of forty (40) hours per week.

Example 1: A bargaining unit member regularly assigned to work twenty (20) hours per week (4 hours per day) is a .50 FTE, so the Board would pay .50 times the health insurance premium (family or single coverage) and the employee would pay the remaining balance for health insurance by payroll deduction.

Example 2: A bargaining unit member regularly assigned to work 22.5 hours per week, is a .562 FTE so the board should pay .5625 times the health insurance premium (family or single coverage) and the employee would pay the remaining balance or health insurance by payroll deduction.

- d. Employees required to pay a portion of an insurance premium shall do so through payroll deduction. Only if an employee's net pay is not sufficient to cover the portion of the premium owed by the employee shall an employee tender payment to the Treasurer's office for a portion of a premium.

Employees taking insurance shall also have an IRS Section 125 flexible spending account established by the Board on an annual basis, October 1 through September 30. The flexible spending account shall be in the amount of \$500.00 for members who elect single coverage and \$1,000.00 for members who elect family coverage and may be used for reimbursement of medical expenses, which are not covered or reimbursed for the employee. Reimbursements shall be conditioned upon presentation of necessary documentation (receipts) of the expense. Employees shall have the option to elect 100% of the FSA account to be dedicated to pay for employee's share of the health insurance premium. Board shall comply with all IRS regulations regarding FSA accounts and insurance.

Members of the same household with both spouses employed by the Board shall only be covered by the most cost-effective plan for the District. Said members shall not be entitled to participate in the health insurance Opt-Out incentive plan pursuant to the related paragraph of this article.

A committee will be formed to discuss and evaluate employee health insurance as needed.

Insurance benefits will be subject to cost containment regulations adopted by the Board of Education which may provide for a second medical opinion prior to elective surgery, use of outpatient (as opposed to in-patient) services where possible and limitation of benefits to employees who have coverage available which is equal to, or better than the coverage provided by the Board of Education by reason of being the spouse or family member of a person covered under a different group health insurance plan. If the Board of Education appoints a study committee to review cost containment measures, a Union member will be included on that committee.

Health Reimbursement Account (HRA)

The Board of Education will establish a Health Reimbursement Account, separate and distinct from all other funds of the Board, on July 1, 2010, in an amount to be determined by the Board based upon projections estimating the need for the fund by OAPSE bargaining unit members. This Internal Revenue Service sanctioned program will provide for tax-free reimbursement of certain qualified medical expenses to employees covered under the School District's health insurance plan. The purpose of this HRA is to provide reimbursement for qualified medical expenses incurred by OAPSE bargaining unit members as a result of increasing the "out-of-pocket limits" (as defined in the Comprehensive Medical Benefits Schedule of Benefits) on July 1, 2010 from \$1,250 per covered person/\$2,500 per covered family (in network) to \$2,500 per covered person / \$5,000 per covered family. Note that the Schedule of Benefits will define all terms, including such things as "out-of-pocket" limits. The Schedule of Benefits states that "out-of-pocket" limits include deductibles and co-insurance insurance incurred by covered persons, but excludes prescription drug benefits, co-payments, and non-network human organ and tissue transplant services, and other items. For the 2012-13 school year, the Board's commitment to fund the HRA will be limited to \$50,000, unless the parties agree otherwise in the re-opener for salary and insurances. The HRA will expire on June 30, 2013, unless the parties mutually agree to extend its term. The Board's Treasurer will establish procedures for employees' reimbursements to be obtained from the HRA.

Insurance 2010-11: OAPSE and its leadership will encourage bargaining unit members to complete a health risk assessments by June 30, 2011, which assessment shall be determined by the school district's wellness committee.

Insurance Opt-Out Incentive

Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in the Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation in Health Insurance Conservation Incentive Plan. Members of the same household with both spouses employed by the Board shall not be eligible to participate.

Insurance Opt-Out Incentive

Eligible members electing to opt-out of the Board approved health insurance plan shall receive an incentive payment in accordance with the following table: (The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year).

Number of unit members Opting out of insurance plan	Amount of incentives per member for plan opt-out
12 or less	\$ 800.00 per member
13-15	2,400.00 per member
16-18	3,600.00 per member
19-21	4,800.00 per member
22-24	6,000.00 per member
25 or more	7,200.00 per member

Involuntary Changes in Insured Status

Any eligible unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

Voluntary Changes in Insured Status

Subject to provisions of paragraph three above, any unit member who elected to opt-out of the Board-approved health insurance plan provided in the Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

Reimbursement Date

Eligible members opting out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions above in two (2) installments – one paid the last pay in December and the other in the last pay in June

ARTICLE 11-3 DENTAL INSURANCE

The Board will pay 95% of the cost per enrolled employee for Basic dental insurance and will provide a group dental insurance policy for non-teaching employee for benefits not less than presently provided employees in the Logan-Hocking Local School District. The insurance carrier to be designated by the Board.

Non-teaching employees wishing to purchase an upgraded dental plan (Basic Plus Dental Plan) may do so, but will pay via payroll deduction, the 5% cost of the Basic dental insurance plus the difference in monthly premiums.

ARTICLE 11-4 RETIREMENT

- A. Classified employees shall receive retirement pay upon retirement from active service with Logan-Hocking Local School District as follows:
 - 1. *Classified employees with twenty (20) or more years of service with the Logan-Hocking Local School District shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 280 days.*
 - 2. Classified employees with ten (10) or more years of service with the Logan-Hocking Local School District shall be paid one-fourth (1/4) of the accumulated, unused sick leave with a maximum based upon one-fourth (1/4) of 200 days, not to exceed fifty (50) days.
 - 3. *All other classified employees shall be paid, as retirement pay, one-fourth (1/4) of the classified employees' accumulated, unused sick leave with a maximum based on one-fourth (1/4) of 150 days, not to exceed) thirty seven and one half (37-1/2) days.*
 - 4. Such employees, where accumulated sick leave exceeds 280 days, will be paid their per diem rate for days in excess of 280.
- B. Payments under this provision shall be based on the classified employee's per diem rate at the time of retirement.
- C. In order to qualify for retirement pay under this Article, written evidence of the employee's approval for retirement benefits from SERS must be received by the Superintendent within 120 days from the date of separation of service with the Logan-Hocking Local Schools. The payment of retirement pay shall be made only once to any one employee and shall result in the cancellation of all accumulated sick leave.

ARTICLE 11-5 VISION INSURANCE

- A. The Board will offer vision insurance as a voluntary, employee paid, payroll deduction.

ARTICLE 11-6 INTERNAL REVENUE SERVICE SECTION 125 PLAN

- A. The Board shall apply that part of an employee's wages which is the employee's contribution in the monthly health benefits premium so as to tax shelter that contribution. Voluntary Employee payroll deductions for health insurance premiums will also be tax-sheltered. The Board shall comply with IRS and Federal law regulations in doing so.

SECTION 12

SAFETY PROVISIONS

ARTICLE 12-1 SAFETY COMMITTEE

The Union will, prior to September 15th of each year, designate three Union members as representatives to a safety committee. The safety committee will meet with the Superintendent or his designee at least once each school year to discuss safety issues. Additional meetings may be held at any time by agreement between the Superintendent or his designee and the committee representatives.

ARTICLE 12-2 SCHOOL BUS SAFETY INSPECTION

- A. The Board will adopt a plan for the periodic safety inspection of school buses. School bus safety inspections shall take place at the time that routine maintenance is performed or at other times prescribed by the Board.
- B. Each bus driver will, upon request, be permitted to review the safety and maintenance records relative to his bus and will indicate the date of such review on the file.
- C. Each bus driver will conduct the routine safety inspection required by the Ohio Department of Education on a daily basis. All mechanical defects will be reported to the Head Mechanic, in writing, on a form provided by the Board.
- D. Each driver will report to and be paid for safety meetings totaling at least four (4) hours during the school year. The time shall be determined by the Board and must be a minimum of 60 minutes-per session throughout the school year. The Union will appoint two drivers to work with the Transportation Director to help plan the meeting.

ARTICLE 12-3 HEALTH ISSUES

Immunizations for Hepatitis B will be made available by the school district to employees who wish to reduce the risk of disease. Issues and policies required by law will be referred to paragraph 14-8.

SECTION 13

EMPLOYEE GRIEVANCE

ARTICLE 13-1 GRIEVANCE DEFINITIONS AND GENERAL PROVISIONS

13-1.1 Definitions

- A. A grievance is defined as an alleged violation of a specific Article in this contract.
- B. The grievant is defined as the Union, an employee or groups of employees within the bargaining unit alleging some violation, misinterpretation or misapplication of a specific Article of this contract.

- C. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. The Union may file only when a *violation of the contract affects every member of the bargaining unit*. Any Group Grievance may be submitted directly to Level 3 of the Grievance Procedure.
- D. As used in the grievance procedure (Article 13-2) "days" means working days.

13-1.2 Provisions

- A. If any grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance.
- B. A grievant shall not be denied his legal rights under the law; however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is or could become the subject of a grievance, the rights granted in Articles of this section shall be deemed waived and the grievance shall be dismissed. Nothing in this subsection relieves a unit member from exhausting his/her remedies under the grievance procedure.
- C. During the term of this contract, no grievant may be represented by any organization other than the Union in any grievance procedure.
- D. A grievance may be withdrawn at any level without prejudice of record.
- E. A grievance shall contain a concise statement of the facts upon which the grievance is based, cite the Article and paragraph allegedly violated state the contention of the persons or party presenting the grievance and shall indicate the relief requested.
- F. Any grievance not advanced to the next level by an employee or the Union within the time limit in that level shall be deemed advanced to the next level, unless the employee or Union indicates otherwise in writing. If any such grievance (which has been deemed to be advanced) is not pursued by the employee or the Union within fifteen (15) working days after the time limit for advancement has expired, it shall be considered resolved.
- G. Any grievance not answered by the administration within the time limit in that level shall be advanced to the next level.

ARTICLE 13-2 GRIEVANCE PROCEDURES

13-2.1 Level One - Informal

Any employee with a grievance must have first discussed this grievance with his immediate supervisor before a formal grievance is filed.

13-2.2 Level Two - Formal

- A. Within ten (10) working days after the time a grievance arises, the grievant shall present to the supervisor or designee the written grievance or such grievance shall be deemed waived.

- B. The written grievance and a reference to the specific provision of the written contract allegedly violated, misinterpreted, or misapplied, shall be submitted to his supervisor or the appropriate person designated by the Board or its representatives, or such grievance shall be deemed waived.
- C. A copy of such grievance shall be filed with the Superintendent. Within five (5) days after presentation of the grievance to the supervisor, the supervisor or his designee shall give the answer in writing to the grievant.

13-2.3 Level Three - Formal

- A. If the grievance is not resolved in level two, the grievant or Union representative, requested as provided in paragraph 13-1.2, may, within five (5) working days of receipt of the Supervisor's answer, submit to the Superintendent or his designee, the answer at level two with a copy of the original grievance and a request for a hearing. The Superintendent or his designee, shall conduct a hearing on the grievance within ten (10) working days of the receipt of such appeal.
- B. The Superintendent or his designee shall give the grievant or Union representative, if so designated, an answer in writing no later than five (5) working days after the hearing.

13-2.4 Mediation

If the grievance is not resolved to the employee's satisfaction at level three (3) of the grievance process, the Union and the Board, within five (5) working days of receipt of the Superintendent's answer at level three (3), may mutually agree to appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Union and the Board. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon the mutual agreement of the parties.

13-2.5 Level Five - Formal

- A. If the grievance is not resolved at the mediation at level four (4) the union may, within ten (10) working days request that the issue be submitted to arbitration.
- B. The arbitrator shall be appointed by the Board and the grievant, or their designated representatives, from a list or lists of names submitted by the Federal Mediation and Conciliation Services (FMCS). If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the Federal Medication and Conciliation Services (FMCS).

- C. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of this agreement, or to make any award, which is inconsistent with the terms of this agreement or contrary to law. At any time that the question of arbitrability of the grievance is raised, the arbitrator shall first rule on that issue before further proceeding with the grievance. Prior to ruling on the issue of arbitrability, the arbitrator may conduct such hearings as may be necessary but such hearings shall be limited solely to the issue or arbitrability. The arbitrator shall make his report and recommendations to the aggrieved and the Superintendent. The arbitrator's decision shall be binding upon the parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that, such hearing is during a witness' regular hours of employment.

SECTION 14

MISCELLANEOUS PROVISIONS

ARTICLE 14-1 SCHOOL BUS SPECIFICATIONS COMMITTEE

A committee of three (3) employees, comprised of the transportation supervisor and two (2) employees appointed by the Union, shall convene during January in each year of the contract to make recommendations to the Board or its designee regarding bus specifications. Recommendations shall be made on or before the end of February of each year.

ARTICLE 14-2 FILING OF FALSE STATEMENTS

The filing of any willfully false statements by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

ARTICLE 14-3 TOOLS AND EQUIPMENT

- A. The Board agrees to furnish tools and equipment necessary for the operation of jobs except in bus mechanics. Bus mechanics will furnish their own standard hand tools, but the Board will replace the broken or worn out tools not covered by warranty provided:
1. They are broken or worn out in the line of duty;
 2. They are not broken due to carelessness;
 3. They are registered with the Board;
 4. That, from the standpoint of worn out tools, the employee has been employed in the classification for one (1) year;
 5. And that approval for replacement of these tools is obtained from the appropriate supervisor.
- B. The Board shall provide insurance coverage for loss due to theft or fire for those tools registered with the Board, provided such tools are properly secured on the job site when the mechanic is not on duty.

ARTICLE 14-4 SUPERVISOR WORK LIMITATIONS

No supervisory personnel shall perform any work of a type normally performed by a member of the bargaining unit at times other than normal working hours, unless the work is of an emergency nature or is required to avert an imminent threat to persons or property.

ARTICLE 14-5 TRAFFIC CITATION REPORTS

Members of the bargaining unit assigned to positions requiring the operation of a motor vehicle will promptly report all traffic citations, convictions and penalties to his or her supervisor, this includes driving their personal vehicle on their own time. Any such bargaining unit member will remain insurable under the school district's motor vehicle liability insurance policy.

ARTICLE 14-6 ACCIDENT REPORTS

Each member of the bargaining unit will promptly report any accident resulting in injury or damage to person or property to his or her supervisor. Such member will fully cooperate in the investigation of any such accident and the defense of any claim arising out of such accident in such manner and to such extent as may be requested by the Board of Education.

ARTICLE 14-7 KITCHEN TOWELS AND DISH CLOTHS

The Board agrees to provide clean towels and dish cloths for each cafeteria kitchen on a daily basis during the school year.

ARTICLE 14-8 LABOR MANAGEMENT COMMITTEE

The Board and Union agree to meet and confer about matters of mutual concern at such times and places as may be mutually agreeable to the designated representatives. Such meetings shall occur not more than once per month for a duration of 30 minutes per meeting unless mutually agreed otherwise. The Union will designate its committee member(s), not to exceed three in number and notify the Superintendent not later than the 15th day of September of each year. The Superintendent shall designate the Board representative(s), not to exceed three in number and notify the Union not later than October of each year.

The Labor Management Committee may discuss and submit information concerning school calendar proposals, In service planning, and such other matters as mutually agreed. The Committee may not alter any term or condition of the negotiated agreement.

ARTICLE 14-9 DRIVER TESTING

All license and testing fees as required by law will be paid by the employer up to a maximum of \$30.00 per year.

ARTICLE 14-10 DRUG AND ALCOHOL TESTING

- A. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program shall be available to employees with alcohol or controlled substances use. The parties will aid such employees who request assistance with such problems. The parties will encourage the employee to seek professional assistance where necessary.
- B. Records concerning an employee's treatment for alcohol, drug or stress-related problems shall remain strictly confidential and shall remain separate from other personnel materials.
- C. Employees seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment.
- D. All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes all retests and/or second tests.
- E. All "Safety Sensitive" positions will be drug & alcohol tested in accordance with the Federal Highway Administration's final rule on alcohol and controlled substance testing of Commercial Motor Vehicle Drivers, as amended in 59 Federal Register 7484 issued February 15, 1994.
- F. "Safety Sensitive" employees who fail to pass the drug and alcohol test after the appeals procedure will be dismissed from their positions. A grievance can be filed only on the basis of procedural non-compliance by the employer.
- G. Refusal to submit to any test required by 49 CRF will result in termination.

ARTICLE 14-11 DISPENSING MEDICINE AND MEDICAL PROCEDURES

- A. All employees assigned to dispense medicine or perform medical procedures shall be afforded all protections of the Ohio Revised Code, including liability protection.
- B. All employees assigned to perform such duties shall be informed of Board policies and changes of said policies regarding dispensing medication and medical procedures.
- C. The Board shall provide proper training prior to the assigning of medical duties to an employee. Training shall also be provided for all other employees who may be called upon in support of the employees who has been assigned. In addition to initial proper training, employees involved with the special needs of students receive annual training. Training shall be provided by a licensed medical provider.

- D. Where necessary, the Board may contract with medical technicians or health aides to provide for student health needs. Except in an emergency, no employee shall be assigned to perform medical procedures who cannot physically or emotionally perform said duties.
- E. Procedural records, including permission and/or directions from physicians will be made available to employees assigned to give a medication and/or perform a medical procedure.

ARTICLE 14-12 SPECIAL EDUCATION AIDES

- A. Special education aides may be included in IEP meetings and any parent/teacher conference concerning the special education student. When needed, aides will be compensated at the appropriate rate of pay commencing with the beginning of the first conference until the completion, of the last conference. When the transportation supervisor receives notice of an IEP meeting, he will in turn notify the proper bus driver and the driver will submit an oral or written report, before the meeting, of the student's behavior on the school bus.

ARTICLE 14-13 BUS ROUTE/SPECIAL NEEDS STUDENTS TRANSPORTATION

Employees assigned to transport or assist special needs students during transportation shall receive training in all the latest procedures required for transporting each student. Prior to a special needs student being assigned to a bus, employees involved with the student's transportation shall discuss with supervisors the transportation requirements for the student.

ARTICLE 14-14 ADMITTANCE TO LOGAN-HOCKING ATHLETIC EVENTS

Bargaining unit members will receive free general admission to all home athletic events upon presentation of their district photo identification.

SECTION 15

PROBATIONARY PERIOD

ARTICLE 15-1 PROBATIONARY PERIOD

There shall be a probationary period of one year to allow the Employer to determine the fitness and adaptability of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. During such time a new employee shall have no seniority rights. Employees retained beyond the one year period shall have their system seniority computed as of their date of hire into a regular assignment. In the event that the hire date is the same, the following shall be used to sequence:

- a. Date employee starts work with the Board; and
- b. Coin toss.

1. This article shall supersede the provisions of the Ohio Revised Code Section 3319.081, relating to employment contracts.

The following shall apply to all bargaining unit members employed after July 1, 2007.

Limited contracts shall be issued by the board in the following progression:

- A. Up to one year contract: upon initial employment;
 - B. Two year contract: upon re-employment for the second contract;
 - C. Continuing contract: upon re-employment for the third contract.
2. Employees shall receive one or more periodic reviews during their probationary period to evaluate their job performance.
 3. Nonrenewal of a two-year contract may not occur unless: (1) the evaluation of the employee contains recommendations for improvement, and (2) the employee has sixty (60) days from the date of the evaluation to make the improvement.

SECTION 16

CRIMINAL BACKGROUND CHECK

ARTICLE 16-1 CRIMINAL BACKGROUND CHECK

The Logan Hocking Board of Education (hereinafter referred to as the BOARD) and OAPSE/AFSCME Local 4/AFL-CIO and Local #218 (hereinafter referred to as the UNION), agree to the following pertaining to a criminal background check.

1. The BOARD may require a criminal background check for employees who are newly employed after September 1, 1992 as a condition of employment.
2. Unless specifically required by law, no UNION bargaining unit employee shall have a criminal background check as a condition of continued employment.
3. Existing UNION bargaining unit employees who are required by law to have a criminal background check shall not be displaced as a result of the investigation, providing their initial employment, application was not falsified.

SECTION 17

JOB REPLACEMENT

ARTICLE 17-1 JOB REPLACEMENT

1. The Board agrees not to "fragment jobs" of current bargaining unit members in a effort to replace a full-time employee with two or more part-time employees without benefits who are scheduled to report for work for the same or similar time period-that the one employee worked. The Board agrees not to reduce the hours of current bargaining unit members in an effort to "fragment" a full time position into two or more part-time positions without benefits.

2. 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.

SECTION 18

WORK PROGRAM/STUDENT HELPERS

ARTICLE 18-1 WORK PROGRAMS/STUDENT HELPERS

Work performed by work program recipients and/or students shall be for the purpose of assisting bargaining unit employees and shall not be performed with the intent or implication to displace, reduce hours, cause reassignment of bargaining unit employees, cause or create layoffs, or in any other way infringe upon the provisions of this agreement.

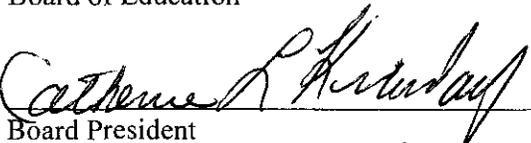
SECTION 19

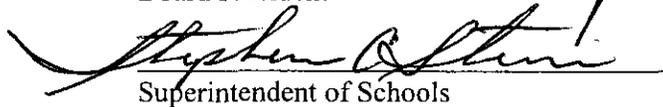
CONTRACT CERTIFICATION

ARTICLE 19-1 ENTIRE AGREEMENT CLAUSE

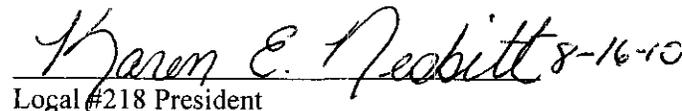
This agreement supersedes and cancels all previous agreements and a policy verbal or written or based on alleged past practices between the Board and the Union and constitutes the entire agreement between the parties. This contract represents a completion of negotiations on all bargaining issues for the duration of the contract and nothing during such term shall be negotiable, with the exception of specific items contained in a re-opener clause, if contained herein.

Logan-Hocking Local
Board of Education


Board President


Superintendent of Schools

OAPSE

 8-16-10
Local #218 President

 8-16-10
Local #218 Officer