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AGREEMENT

BY AND BETWEEN

THE FEDERAL HOCKING LOCAL
BOARD of EDUCATION

and the

FEDERAL HOCKING SCHOOL EMPLOYEES

Local 1292, Ohio Council #8
American Federation of State, County
and Municipal Employees
AFL-CIO

EFFECTIVE DATES:

July 1, 2014 through June 30, 2017

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PREAMBLE

This Agreement entered into between the Federal Hocking Local School District Board of Education (hereinafter referred to as the "Board") and AFSCME Local #1292, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose the establishment of wages, hours and other terms and conditions of employment as agreed to between said parties and outlined in the following Agreement.

ARTICLE 1
RECOGNITION

The Federal Hocking Local School District Board of Education recognizes Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local #1292, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "AFSCME") as the sole and exclusive bargaining representative for all full-time and regular part-time non-teaching, non-supervisory employees in the following positions: Bus Drivers, Cooks, Head Cooks, Cook/Cafeteria Managers, Custodians, Head Custodians, 2nd Shift Custodians, 3rd Shift Custodians, Custodial Maintenance Assistants, Aides, Secretaries (with the exception of the Superintendent's secretary and Facilities and Student Services Secretary), and Maintenance Mechanics.

Excluded from the bargaining unit are all management level, supervisory, confidential or substitute employees (where appropriate, as defined by ORC Chapter 4117), and other employees/employee classifications not specifically listed above.

Any other full-time non-teaching, non-managerial, non-supervisory, or non-confidential employee classifications established during the term of the collective bargaining Agreement shall also be included in the Union's bargaining unit.

Should any of the abolished classifications be recreated, the classifications will be placed in the bargaining unit.

In the event the Board creates a new classification/position, the parties shall meet to bargain over the classification/position inclusion or exclusion from the bargaining unit. If no agreement can be reached within thirty (30) calendar days after the establishment of the classification/position, either party may submit the dispute for arbitration, in accordance with the provisions of Article 5, Section 3, Step 4. The arbitrator may decide whether classifications/positions are: 1) teaching or non-teaching; 2) full-time or part-time; 3) whether the classifications/positions are managerial, supervisory, or confidential; and, 4) make other relevant unit determinations. The decision of the arbitrator shall be final and binding. In no event, however, shall part-time employees be hired to replace or displace any full-time positions in the bargaining unit.

ARTICLE 2
DUES CHECK-OFF/UNION SECURITY

SECTION 1

The Board shall deduct Union dues in the amounts specified by the Union from the pay of employees twice monthly, with equal amounts being deducted on each of the pay dates, upon receipt of voluntary written signed authorization from the employee for that purpose.

SECTION 2

Effective on the date of this Agreement, all employees who have authorized the deduction of Union dues and all employees who authorize the deduction of dues thereafter, shall continue to have Union dues deducted and dues deduction shall continue without revocation unless an employee withdraws his/her dues deduction authorization in writing sixty (60) to forty-five (45) days prior to the expiration date of this Agreement. A copy of the employee's request for withdrawal shall be forwarded to the Local President. An employee's dues deduction authorization shall be deemed withdrawn if the employee retires, resigns or is terminated.

SECTION 3 FAIR SHARE FEE.

All employees in the bargaining unit who sixty (60) working days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the Board by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. If, however, an audit finding is made against the Board for failure to have written authorization for payroll deduction, the parties shall immediately re-open negotiations on this provision.

SECTION 4

The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to the AFSCME Ohio Council 8, 6800 North High, Worthington, Ohio 43085-2512 no later than the ten (10th) day following the end of the last pay period of the month in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Ohio Council 8, Athens Regional Office.

SECTION 5 PEOPLE CHECKOFF.

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within forty-five (45) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, AND P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 3
NON-DISCRIMINATION

SECTION 1

The Board recognizes the right of its employees to be free to join or not to join the Union and the members to participate in Union activities. Employees will not be discriminated against because of Union membership.

SECTION 2

The Board and the Union agree not to discriminate against any employee on the basis of race, color, national origin, age, creed, sex, political affiliation or disability.

SECTION 3

If an employee has a complaint of discrimination against the Union, it shall not become a matter for the grievance procedure. The employee may pursue such complaint through the statutory and/or administrative remedies available.

ARTICLE 4
UNION REPRESENTATION

SECTION 1

Names of all officers, committee members and stewards will be submitted to the Board, in writing, by the Local Union upon election or appointment.

SECTION 2

A. Employees selected by the Union to represent members shall be known as "stewards". The Board will recognize a steward at each school center namely: 1) Amesville, 2) Coolville, 3) Middle School, and 4) High School, and 5) the Bus Garage, and one Chief Steward.

B. The President of Local 1292 and designated stewards shall be permitted to conduct Union business during work hours without loss of pay subject to prior notification and approval of their immediate supervisor.

C. Bargaining unit employees shall be permitted to file and process grievances during work hours without loss of pay subject to prior notification and approval of their immediate supervisor.

D. Union staff representatives shall be permitted reasonable access to Board facilities for the purpose of conducting Union business, as per Board policy. The Union will be permitted to store a file cabinet with a lock at a location mutually agreed upon by the Union and the Board and will have access to an office or room, if available, to conduct grievance investigation(s) and to meet with the grievant.

SECTION 3

Union officers and stewards shall not lose pay for time spent in meetings called by the Board or its representatives, during his/her regular scheduled work day.

SECTION 4

The Union shall be permitted space on designated bulletin boards for posting Union notices. One board per center will be designated by the administration as follows:

High School - kitchen
Middle School - principal's outer office
Amesville - principal's outer office
Coolville - principal's outer office
Bus Garage - outer bulletin board

SECTION 5

The Board will authorize a maximum of six (6) working days per year for duly elected/appointed delegates to attend any Union convention or conference to which Local 1292, Ohio Council 8 is entitled to representation. The Union President will give at least five (5) working days prior notice to the Superintendent or Board President of any delegate taking such leave. This is a total for all delegates in any one year, July 1st thru June 30th.

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1

A grievance is defined as any dispute between the Union and the Board or an employee and the Board concerning the application, interpretation or violation of the terms and conditions of this Agreement.

When a grievance is presented to the Employer or the Employer's representative, such shall be time stamped dated and initialed by the person presented with such form.

If school is closed due to holidays, inclement weather or an emergency, time limits on grievances shall be tolled. For example, if a grievance hearing is to be held within seven days and the school is closed for two days due to a calamity, the time limit to schedule the hearing shall be extended by two days.

SECTION 2

Time limits specified hereinafter shall consist of calendar days only. Time limits shall be strictly adhered to by both parties. Any extension of time shall be by mutual consent of both parties in writing. Failure to process a grievance within the specified time limits by the Union shall constitute a forfeiture and the grievance will be deemed won by the Board in accordance with the last answer given by the Board or its designated representative. Failure to process a grievance within the specified time limits by the Board shall constitute a forfeiture and the grievance will be deemed won by the Union in accordance with the relief requested in the original grievance.

It is understood that the aggrieved has the right to representation by either his building steward or the chief steward during any step, one of whom shall be present at the meeting.

SECTION 3 INITIATION OF GRIEVANCE

A grievance shall be initiated within seven (7) days of the occurrence of the cause for the complaint by the aggrieved employee and/or the Union or within seven (7) days after the grieving party becomes aware of the occurrence.

A grievance involving disciplinary action must be filed directly at Step 2 of the grievance procedure within seven (7) calendar days after the disciplinary action was received by the employee.

STEP 1 The aggrieved shall submit the grievance, in writing, to his/her immediate supervisor or building principal within seven (7) days of the initial occurrence of the cause of the complaint. The immediate supervisor or building principal will schedule a meeting with the aggrieved within seven (7) days of receipt of the grievance. If the grievance is not resolved at this meeting, the immediate supervisor or building principal has seven (7) days to file a written response and submit it to the aggrieved.

STEP 2 If the grievance is not resolved at Step 1, it shall be submitted to the Superintendent within seven (7) days. The written grievance shall contain the name of the aggrieved, the facts giving rise to the grievance, the provisions of the Agreement alleged to be violated, the position of the aggrieved and the Union with respect to these provisions and shall indicate the relief requested. A copy shall be submitted simultaneously to the supervisor or principal involved.

The Superintendent or his designated representative shall schedule any necessary meetings with the aggrieved, and the Union representative, and the principal or supervisor and shall issue an answer in writing within seven (7) days after receipt of the written grievance. If the grievance is not resolved at Step 2, it may be appealed to Step 4 by the Union within seven (7) days after receipt of the Step 2 answer. If the Union and Superintendent jointly agree, the grievance may be appealed to Step 3.

STEP 3 If the grievance is not resolved at Step 2, the Union and the Superintendent/designee may refer the grievance to mediation by giving written notice and a request for a mediator to the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within twenty work days of the date the answer was received at Step 2.

The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

STEP 4 If the grievance is not settled at Step 3, the Union may appeal the grievance to the Board of Education within seven (7) days of the mediation hearing. Step 3 is an optional step. The decision to mediate is made jointly by the Union and Superintendent. If the grievance is not appealed to mediation, the Union may appeal the grievance directly to the Board of Education within seven (7) days of the receipt of the Step 2 answer. The Board and representative of the Union shall meet no later than thirty (30) days after receipt of the appeal to discuss the grievance and attempt to resolve the issue. A written answer stating the Board's position shall be provided the Union within seven (7) days of this Step 3 meeting.

STEP 5 If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Service. Such appeal must be taken within twenty (20) calendar days from the date of the answer given in Step 3 above.

Both parties request that the arbitrator make his decision as early as possible.

SECTION 4 POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. He shall have no power to establish salary structures or change any salary.

C. He shall have no power to rule on any matter involving employee evaluation.

D. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not employ obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. In deciding whether the Board has violated the express Articles or Sections of this Agreement, the arbitrator may consider past practice if raised by either party.

E. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibility except as it may be specifically conditioned by this Agreement.

F. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator.

G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and

neither party shall be responsible for the expense of witnesses called by the other.

H. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE 6
SENIORITY/BID PROCEDURES

SECTION 1

Seniority shall be defined as the employee's continued employment with the Board and the use of such seniority for conditions of employment prescribed by this Agreement.

Length of Seniority

For the purposes of clarification, it is agreed by both parties (Federal Hocking School Employees, Local #1292, Ohio Council 8 of AFSCME, AFL-CIO and the Federal Hocking Local Board of Education) that seniority will be computed from the most recent date of hire. This date will be considered the date that the employee was hired by the Board into a bargaining unit position. (Board's final date of hire.) Employees hired after July 1, 2009 shall have their seniority credited as of their first paid work day. When more than one person is hired on the same date, the person with the most seniority will be determined by the highest roll of dice. Once a tie has been broken, the employee's placement of seniority shall remain.

Two types of seniority are established:

A. System-wide Seniority - the employee's length of continuous service with the Federal Hocking Local School District, computed from the most recent date of hire into the school district.

B. Classification Seniority - the employee's length of service in his/her current classification.

SECTION 2 TERMINATION OF SENIORITY

Seniority shall terminate:

A. If the employee quits.

B. If the employee retires.

C. If the employee is discharged.

D. If the employee takes a position outside of the bargaining unit.

Employees on approved medical leaves of absence (including, but not limited to, Family Medical Leave, Workers Comp, Disability Leave), military leave, and Non-paid leave of absence for professional or educational purposes shall retain, but not accrue, seniority during the period of the leave, except as may otherwise be required by federal law. (i.e., an employee has 6 years, 3 months seniority, leaves for educational purposes for 1 year, when the employee returns they will have 6 years, 3 months seniority).

Full restoration of previous seniority shall be given to all employees who are laid-off and subsequently re-employed within twenty-four (24) months of separation from employment.

SECTION 3

System-wide seniority shall apply to vacancies and promotions in a particular classification, when no employee within that classification meets the requirements for the position or when employees within that classification fail to bid on a vacancy.

SECTION 4

Classification seniority shall apply in the event of transfer, when there shall be choice by seniority or the least senior employee transferred if no senior employee desires the transfer.

When returning to a classification previously held, employees, upon completing their probationary period, shall regain classification seniority previously held.

SECTION 5 SENIORITY LIST

The Union President will be furnished a list setting forth each member's name, classification seniority, and system-wide seniority, upon written request to the Superintendent.

SECTION 6 BID PROCEDURE

A. It is understood that the Employer will decide when a vacancy exists & whether to fill the vacancy. If the Employer does not fill a vacated position, it shall notify the Union and provide an explanation as to why the position was not filled. Postings will be advertised electronically and posted in each building. Employees shall have the opportunity to bid on such vacancies and promotions by notifying the Superintendent in writing prior to midnight of the last day of the posting, of their desire for the vacant position. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy. Postings will specify that they are potential vacancies subject to Board approval and will be considered by the Board at the next regularly scheduled Board meeting.

B. All posted vacancies shall include the initial date of posting, job title, location, hourly rate of the position, hours required, description of the duties, minimum

qualifications and shift. Job descriptions for all bargaining unit positions will be located at each work location and shall be provided to the Union.

C. The Employer shall use the following procedures in choosing a person to fill a vacancy:

1. The position will first be offered to applicants who are currently working in the same classification as the vacancy. Applicants must satisfy the requirements of the job description and must be physically able to perform the duties of the position as listed in the job description for that position. If more than one employee within the classification applies for the vacancy, the employee with the strongest performance evaluations shall be granted the position. If performance evaluations are the same, the employee with the most system-wide seniority shall be granted the position. If an employee has completed their probationary period, prior seniority in their present classification is regained and may be used toward bidding in that series.

2. If no employee from within the same classification as the vacancy applies for the position, all other applicants within the bargaining unit, will then be considered. The employee with the strongest performance evaluations shall be granted the position. If performance evaluations are the same, the employee with the most system-wide seniority shall be granted the position. The employee must meet the qualifications for the position, and must be physically able to perform the duties of the position as listed in the job description for that position.

3. To ascertain whether the most senior applicant is qualified for a position, an interview and test may be conducted by the administration. If the most senior is not qualified, the Employer shall interview the next most senior applicant to ascertain whether the employee is qualified for a position. The Union will have an opportunity to provide suggestions to the administration on the knowledge, skills and abilities necessary to perform the job. If a test is administered, it will be reasonable and job-related. The Employer reserves the right to select personnel for supervisory positions.

4. For purposes of bidding, "Custodian" shall be one classification, which will include the positions of Custodian, Head Custodian, 2nd Shift Custodian, 3rd Shift Custodian, and Custodial Maintenance Assistant; "Cooks" shall be one classification, which will include the positions of Cook, Head Cook and Cook/Cafeteria Manager; and "Mechanic" shall be one classification, which will include the position of Maintenance Mechanic. The remaining classifications for purposes of job bidding are: Secretary, Aide and Bus Driver.

(Example: A custodian bidding on a head custodian position shall have classification seniority for the head custodian position equal to the time spent in any of the custodian series positions.)

D. Postings will be posted electronically and one shall be posted in each building.

E. 1. Substitutes will be employed only to fill in for absent employees or until such time as a vacancy which has occurred is filled. A substitute shall not be employed in a particular position for a period of more than five (5) weeks in a school year. Whenever the Employer becomes aware that an employee will be absent for two (2) weeks or more, regardless of the reason for the absence, his/her shift, work location or route shall be offered by seniority, on a temporary basis, to other employees in the same classification, who may transfer into the position until the absent employee returns. The substitute will then be employed in the position remaining after the last temporary vacancy is filled.

2. In the event an employee is on a medical leave of absence, Workers Comp, educational leave or military leave for more than five (5) weeks and the employee's position is filled as a result of a posting, the returning employee shall be entitled to return to his/her original position. Employees displaced by returning employees shall return to their original position.

3. In the event the employee on leave is a bus driver and is on leave at the time routes are bid on in accordance with Article 26, Section 1(D), the employee must bid on a route at that time. If the employee is incapacitated and unable to bid, then the Union President or building steward shall bid on behalf of the employee.

4. It is understood that the parties to this Agreement may agree to extend the five (5) week period for posting positions left vacant by employees on leave.

F. All posting periods will be for ten (10) calendar days, which will begin the day after pay day (e.g., for a Friday payday, the posting period is Saturday through Friday; for a Thursday pay day, the posting period is Friday through Thursday).

G. For the purposes of this article, seniority will be computed from an employee's most recent date of hire as determined by the Board minutes. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority.

ARTICLE 7
WORKING CONDITIONS

SECTION 1 EXTRA WORK - SUMMER

A. The Union will provide to the Superintendent, by May 20 of each year, a list by building of those employees who desire additional work in the summer. Employees will be called for any extra work in their own classification by seniority. Employees will be employed from another classification if none in the current classification in need are available, and will be called by seniority.

B. An employee hired for such work will receive the regular hourly rate established for that classification based on the 0 step, unless the employee has previous experience in the classification in which case the employee will be paid on the appropriate step based on completed years of experience in that classification.

C. Summer work hours may be changed by the administration with at least a two (2) day written notice to the employee. The two (2) day notice may be waived by the employee, if necessary.

D. Bargaining unit work performed in the summer shall first be offered to any bargaining unit members who have signed up for the summer work in accordance with this Article before it is offered to any non-member of the bargaining unit.

SECTION 2 PHYSICAL DISABILITY

An employee disqualified from performing assigned duties because of physical disability shall be offered another work assignment if physically able to perform such other duties, meets the competencies required, and provided a vacancy exists. If such vacancy exists, the Union agrees to waive the requirements of bidding in Article 6.

SECTION 3 PAYDAYS

A. Paydays of non-teaching employees shall consist of twenty-six (26) pays per year with each pay date established by the Treasurer prior to the school year. Should payday fall during a scheduled holiday, employees shall receive payment on the last day prior to the holiday (i.e., if the holiday is on Friday, the employees will receive payment on Thursday).

B. Employees shall receive compensation through direct deposit. Direct deposit shall be transmitted to the employee's depository institution by the designated payday.

SECTION 4 OTHER WORKING CONDITIONS

A. Any employee evaluations will be in writing and discussed with the employee. All employee evaluations shall be signed by the employee indicating he/she has read and understands the evaluation. Signed evaluations do not indicate agreement with the evaluation by the employee unless so noted by the employee under comments. The employee may attach a letter of disagreement or rebuttal to the evaluation form.

B. Board will pay employees mileage at the IRS rate per mile when the employee is required to use his/her own vehicle in the performance of school duties at the direction of the building principal, Transportation Supervisor or Superintendent.

C. In the event of any major organizational changes, or changes in the mode of operation (i.e., bus routes, cafeterias); the Employer agrees to notify the Union, in advance, and schedule a meeting with the Union for input and suggestion, at least sixty (60) calendar days prior to any change(s).

SECTION 5

The Board shall pay for the cost of the driver's abstract, physical, drug tests, training classes, and fingerprinting as required for certificate renewal and re-certification.

SECTION 6

School fees for children of bargaining unit employees shall be waived.

SECTION 7

Each building Site Based Committee shall include one member of AFSCME Local 1292 from the building that shall be binding on the Board only if it is accepted by the Federal Hocking Teachers Association as a change in their master agreement.

ARTICLE 8
HEALTH AND SAFETY

Any concern regarding unsafe or unhealthy conditions shall be reported to the immediate supervisor and, if necessary, placed on the agenda of the Labor/Management meeting.

ARTICLE 9
PERSONNEL FILES

An employee will be permitted access to his/her personnel records in the main district files, at the Superintendent's office. He/she shall be permitted to obtain a copy of his/her files at a cost of ten cents ($.10) per copy, if requested.

ARTICLE 10
LAYOFF, JOB ABOLISHMENT AND RECALL

Whenever it becomes necessary, as determined by the Employer, to reduce the number of non-certified employees, whether by layoff or job abolishment, the Employer shall proceed as follows:

A. The Employer shall determine the number of employees to be laid off in each affected classification (i.e., bus drivers, cooks, custodians, aides, secretaries and mechanics).

For purposes of layoff and recall rights, "Custodian" shall be one classification , which will include the positions of Custodian, Head Custodian, 2nd Shift Custodian, 3rd Shift Custodian, and Custodial Maintenance Assistant; "Cooks" shall be one classification, which will include the positions of Cook, Head Cook and Cook/Cafeteria Manager; and "Assistant Mechanic" shall be one classification, which will include the positions of District Mechanic and Head Mechanic. The remaining classifications for purposes of job bidding are: Secretary, Aide and Bus Driver.

B. The Employer shall endeavor to provide affected employees with at least thirty (30) days' notice of intended layoff, except in emergency circumstances.

C. The Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Treasurer written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).

D. In the absence of a sufficient number of volunteer(s) in the affected classification deemed suitable by the Employer, the Employer shall begin by layoff of temporary and new hire probationary employees in the affected classification, in reverse order of classification seniority. The Employer will next lay off regular employees in the affected classification in reverse order of classification seniority.

E. An employee who is to be laid off as a result of a reduction in force may bump an employee with less classification seniority. If the employee chooses they may bump an employee with less seniority in another classification, provided that the employee currently is qualified for the position into which he/she seeks to bump. A displaced employee who bumps into a new classification will be assigned to the appropriate wage step in the new classification.

1. After an employee has displaced the less senior employee as set forth herein, he/she may immediately exercise any classification seniority previously accrued in the classification into which he/she has bumped (e.g., a bus driver that is laid off but had previously worked six (6) years as a custodian would have classification seniority over all custodians with less than six (6) years of classification seniority. The displaced, less

senior employee may bump a less senior employee in their classification, following the same procedure on down to the least senior employee receiving the last position available in that classification.

2. The bargaining unit member exercising seniority rights will serve a thirty (30) day trial period after displacing an employee in another classification. If the affected employee does not perform satisfactorily, he/she will be laid off and placed on the recall list.

Part-time employees accrue seniority by days they are employed and not by days worked. Therefore, part-time employees may use their seniority as a full-time employee would.

F. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in which an employee(s) on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff. Bargaining unit employees remaining on the recall list shall be recalled prior to hiring from the outside. Bargaining unit employees must meet the qualifications for the position they are returning to.

1. Written notice will be sent certified mail, return receipt requested to the last known address of such employees. The employee so notified will report, in writing, to the Superintendent of his/her intent to accept re-employment within ten (10) calendar days of receipt of the re-employment notification.

2. An employee who has properly notified the Superintendent must report to work within thirty (30) days of receipt of the re-employment notification. Laid off employees shall maintain their recall rights for twenty-four (24) months following the day of layoff, except that an employee failing to report to work within thirty (30) days of receipt of the re-employment notification will be terminated.

G. This Article supersedes and preempts rights under ORC 3319.081 and shall exclusively govern the layoff, job abolishment and recall of employees.

H. In the event the School District accepts consolidation, the Board will notify the Union as soon as possible, and in any case not later than sixty (60) days after the decision is final.

ARTICLE 11
SUB-CONTRACTING

The Board agrees not to subcontract or contract out work in any classification where employees are capable of performing the work, if such subcontracting would result in the lay-off or displacement of such employees. This Article does not apply to the hiring

of outside contractors for major work on a temporary project. For mowing in the growing season, the Board of Education may use a substitute employee during the school year. During summer break only bargaining unit members may be assigned from the extra work summer list.

ARTICLE 12
DISCIPLINARY PROCEDURES

SECTION 1

The Board shall have the right to discipline or discharge employees, for just cause.

SECTION 2

In disciplining employees, the Board shall utilize the principle of progressive corrective action, except in cases of serious offenses as set forth below. Any offense leads to the next step of discipline in accordance with the following order of discipline:

A.	First Offense:	Verbal reprimand/warning, which shall be documented.
B.	Second Offense:	Written reprimand/warning
C.	Third Offense:	Suspension of five (5) days or less without pay.
D.	Fourth Offense:	Suspensions of more than five (5) days without pay.
E.	Any subsequent offense would result in termination.	

Rules cannot be listed to cover every situation. Although discipline shall ordinarily be progressive, certain offenses are serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline. Discipline shall be commensurate with the offense committed.

SECTION 3

Before imposing discipline on an employee, the Employer shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied at the conference by Union representative(s), however the Board shall only have to pay one representative. Union President and the employee shall receive two (2) days advance notice of disciplinary conferences stating the type(s) of discipline that may be imposed and the reason(s) for possible discipline. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the employee with pay pending the conference to determine final disciplinary action. However, in the event that the disciplinary conference does not occur within the two (2) days, because of the Union's or the employee's inability to attend within two days, then the suspension shall be without pay thereafter. The Employer shall provide a written disciplinary/non-discipline decision to the employee and the Union President within five (5) working days of the pre-disciplinary conference.

SECTION 4

In taking any disciplinary action against any employee, the Board will not rely on any prior reprimand or suspension of two days or less, which occurred more than twelve (12) calendar months or prior suspensions of three (3) to five (5) days which occurred more than eighteen (18) calendar months, or prior suspensions of more than five (5) days which occurred more than twenty-four (24) months prior to the occurrence upon which the current disciplinary action is based. The disciplinary record will be considered cleared after the expiration of the last offense, providing there has been no intervening disciplinary action.

SECTION 5

A grievance involving disciplinary action must be filed directly at Step 2 of the grievance procedure within seven (7) calendar days after the disciplinary action was received by the employee.

SECTION 6

The Superintendent may impose a suspension without pay for up to 30 days. Only the Board of Education shall discharge an employee. The Employer shall give the employee and Union President written notice of any decision to discipline or discharge the employee. Such actions shall be subject to the grievance procedure.

SECTION 7

This Article supercedes and takes the place of ORC 3319.081-083 and shall exclusively govern the discipline and discharge of employees.

ARTICLE 13
PROBATIONARY PERIOD

SECTION 1

The probationary period for all newly hired employees of the Board will be one hundred (100) work days. Only days an employee actually spends on the job count toward the 100-day period, i.e., leaves of absence and calamity days do not count. After an employee has worked his or her 100 days, the employee has served his/her probationary period.

SECTION 2

Newly hired probationary employees will have no seniority or other rights, including advancement of sick leave or the use of vacation or the use of personal leave, under this Agreement during the probationary period. After completion of the probationary period, employees will be credited with seniority from the first date of hire. Newly hired employees shall begin at the entry level step of the pay scale and shall advance to step

0 upon the completion of their probationary period. Thereafter, employees shall advance through the remaining steps of the pay scale by moving to the next step each July 1 until they have reached the top step of the scale.

SECTION 3

An employee voluntarily transferring to a new classification will serve a sixty (60) work day probationary period prior to consideration of final approval of the transfer. The employee will be given a wage for the classification to which he/she is transferring, which shall place him/her in the same step of the pay scale as the step he/she was receiving in his/her prior classification. Thereafter, employees shall advance through the remaining steps in accordance with Section 2 above. Employees who are off the scale and transfer to another classification shall be placed in the step closest to their former rate of pay and shall advance through any remaining steps in the same manner as other employees. Final approval of the transfer will be dependent upon good job performance during the probationary period as determined by his/her supervisors' evaluation(s).

During this probationary period, the employee will continue eligibility for all fringe benefits and rights previously afforded him/her under the terms of his/her contract and this negotiated Agreement.

SECTION 4

During the new hire probationary period, the Board shall have the right to discipline or terminate any probationary employee, and such discipline or termination shall not be subject to the provisions of the Grievance Procedure or be otherwise affected by this Agreement. Upon successful completion of the probationary period, discipline and/or termination of the employee shall be governed by Article 12 of this Agreement.

ARTICLE 14
ACCIDENT REPORT

In the event an employee has an injury on the job, it is that employee's responsibility to notify his/her immediate supervisor by the end of that work day and to submit in writing an injury report to his/her immediate supervisor no later than the end of the next regularly scheduled work day; unless the employee is incapacitated and unable to report the accident or his/her spouse or immediate relative is unable to communicate such inability as indicated by a signed statement. Failure to report an illness or injury within the specified time line shall not constitute forfeiture or waiver of the employee's right to file for or receive Workers' Compensation benefits.

WORKERS' COMPENSATION

Any employee who is injured in the line of duty may receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State of Ohio. Any employee so injured shall report the injury as prescribed under the conditions

outlined above. Applications are available in the Treasurer's office. Options provided in the law, such as using vacation time, etc., are available to the employee.

ARTICLE 15
EARLY DISMISSAL

In the event of early dismissal aides, secretaries and cooks will be permitted to leave the premises with pay for the day, provided the employee notified the principal prior to leaving. In an emergency, the principal may require the employee to remain on duty at least until the employee's regular quitting time in order to assist with handling the emergency situation. Employees working evening or afternoon shifts may be permitted to report to work early whenever an early dismissal occurs, unless an evening activity is scheduled and has not been canceled at a particular work site.

ARTICLE 16
LABOR/MANAGEMENT MEETINGS AND SCHOOL CALENDAR

SECTION 1

The Superintendent and the Union will meet at least once a month to discuss matters pertaining to this Agreement and/or matters pertaining to the conditions of employment for Union members, if requested by either party.

SECTION 2

The Union shall submit to the Superintendent by March 1 of each year a proposal for a school calendar for the next school year. The Superintendent shall submit proposed calendars to all bargaining unit employees no later than March 15th of each year. The calendar receiving the highest number of votes of the bargaining unit members shall be recommended to the Board for consideration.

ARTICLE 17
MANAGEMENT RIGHTS

SECTION 1

Except as otherwise specifically provided in this Agreement, the Employer shall have the rights vested in it by federal and state laws and constitutions, and it shall be the Employer's sole and exclusive right and responsibility to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

B. Direct, supervise, evaluate, or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the Employer as a unit of government.

H. Effectively manage the work force.

I. Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 18
UNION PARTICIPATION IN SELECTION OF ADMINISTRATORS

The Union President shall receive in writing a list of the final applicants under consideration for either a vacancy in the position of a principal or superintendent when the President is notified of the final screening meeting. This committee shall be permitted to interview the prospective candidates after the preliminary screening by the Board and make its recommendation to the Superintendent, or to the Board, in the case of a Superintendent search. All matters relating to the interviewing by the committee shall be kept confidential for two (2) working days following the conclusion of all interviews for the position under consideration. Final selection shall be made by the Board.

ARTICLE 19
SAVINGS CLAUSE

Should any clause of this Agreement be declared in violation of the law or repealed by a court of competent jurisdiction or legislative body, then that clause of the Agreement shall be deemed invalid and the parties shall meet as soon as possible, but no later than thirty (30) calendar days after such provision is declared illegal or repealed, to negotiate a lawful alternative provision, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 20
AGREEMENT (ZIPPER CLAUSE)

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Board and the Union each voluntarily, expressly and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement or to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time, and subject to Article 19 of this Agreement.

This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

All memorandums of understanding are null and void unless incorporated into the Master Agreement, as a result of current negotiations, or unless they specify that they shall remain in full force and effect beyond the term of the Master Agreement during which they were executed.

ARTICLE 21
USE OF VOLUNTEERS

The use of volunteers will not result in the lay-off of bargaining unit employee(s) or abolishment of a position.

ARTICLE 22
HOLIDAYS

SECTION 1

All regular non-teaching school employees employed on an eleven (11) or twelve (12) month basis shall be entitled to the following paid holidays, effective on the date of this Agreement:

New Years Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If Good Friday or Presidents' Day is used as a makeup day in the school district due to calamity days, the employee is required to work Good Friday or Presidents' Day, then the employee shall be awarded a floating holiday to be taken during the current school year with approval of the supervisor.

SECTION 2

All regular non-teaching employees employed on a nine (9) or ten (10) month basis shall be entitled to the following paid holidays, effective on the date of this Agreement:

New Years Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
*Labor Day	*Memorial Day

*Employee will be paid for these if scheduled to work day before and day after but not if school is out before Memorial Day occurs or school starts after Labor Day occurs.

SECTION 3

Holidays for nine (9), ten (10), and eleven (11) month employees shall be paid in addition to the number of school work days.

SECTION 4

Should a holiday fall on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday.

SECTION 5

Whenever an employee is required to work on any holiday, the employee shall receive the regular holiday pay and, in addition, pay at double (2) times their regular hourly rate for all hours actually worked on the holiday.

ARTICLE 23
VACATIONS

SECTION 1

All eleven (11) and twelve (12) month employees shall be entitled to vacation each eleven (11) or twelve (12) months worked as determined by their anniversary date of hire, with full pay as follows:

LENGTH OF SERVICE (to be determined by anniversary date)	AMOUNT OF VACATION
After 1 year	2 weeks
After 7 years	3 weeks
After 15 years	4 weeks
After 25 years	5 weeks

SECTION 2

Whenever a holiday falls within an employee's vacation period, that employee will be entitled to an extra day off with pay.

SECTION 3

When a non-teaching employee separates from employment, he/she shall be entitled to compensation at his/her current rate of pay for all unused vacation leave to his/her credit up to a maximum of vacation leave accrued for the immediately preceding two (2) years in addition to the prorated portion of his/her earned but unused vacation leave for the current year.

Upon the death of an employee, any accrued and unused vacation leave and a prorated portion for the current year will be paid to the surviving spouse, to the children eighteen (18) years of age or older, or to the father or mother of the deceased employee in the manner prescribed by the statute (ORC 2113.04) or to the employee's estate (ORC 3319.084).

SECTION 4

Vacation may be carried over or accumulated in an amount not to exceed what the employee would be eligible for in a two (2) year period (i.e., 1-6 years of service could be permitted to accumulate 2 weeks [1st year] plus 2 [4] weeks once earned or forfeit that unused portion over 2 weeks.) Any eligible employee wishing to have his/her vacation time accumulated must request permission in writing from the Superintendent prior to the start of such accumulation.

SECTION 5

Vacation may be taken by the eligible employees in equal amounts of no less than five (5) days at a time when school is in session. Such vacation requests must be submitted to the immediate supervisor at least one (1) month in advance of the anticipated vacation leave and shall be reviewed and approved or disapproved by the immediate supervisor and/or Superintendent. Up to five (5) days of vacation may be taken in increments of less than five (5) days whenever school is not in session, provided the employee submits a request for such vacation to the immediate supervisor at least one (1) week in advance and it is approved by the Superintendent.

SECTION 6

Whenever two (2) or more employees desire the same vacation period and operational needs preclude granting of vacation to both, the vacation shall be granted to the more senior employee (classification seniority).

ARTICLE 24
LEAVES OF ABSENCE AND SICK LEAVE

SECTION 1 JURY DUTY.

A. The employee shall make application for jury duty leave through the principal or transportation supervisor immediately upon notification that he/she has been selected for service.

B. When it becomes necessary for an employee to accept jury duty, the employee shall be paid his/her regular pay for the number of days involved provided the employee first remits jury duty pay to the school district.

C. The employee shall furnish the Treasurer signed supporting documents to substantiate his/her call to jury duty, the number of days served, and the amount paid for such services.

D. In the absence of proper documentation being filed in the Treasurer's office by the end of the pay period in which the jury duty leave was taken or the day following the end of the jury duty, the employee will be subject to the disciplinary procedure (reprimand, loss of pay, etc.).

SECTION 2 PERSONAL LEAVE.

Three (3) days of personal leave per school year may be granted to all full-time non-teaching employees. Employees may carry over up to two (2) unused personal leave days, per year, to the following year. The maximum days available in any year, including carryover days, shall be five (5).

The following reason must be checked on the leave request form:

> Personal business that cannot be transacted on other than duty time or on Saturday or Sunday.

The employee is required to give at least one (1) day's notice (should be prior to the first half of the employee's work day) to his/her immediate supervisor. Personal leave is not authorized the day before or the day following any holiday break or school vacation. Personal leave may not be used to extend vacation time. Leave will not be approved during the first week of school or during the last week of school. No more than 10% but at least one of any center's non-teaching staff by classification may use the same personal leave day. In an emergency, the immediate supervisor or Superintendent may approve use of personal leave.

Personal leave which is not used by the end of the fiscal year may be converted to $50.00 per each day or pro rata for fractional days. All remaining days not subject to rollover per the above requirements will be credited to the employee's sick leave balance as additional sick leave.

SECTION 3 BEREAVEMENT LEAVE.

Employees may take up to three (3) days paid funeral leave in the event of a death in the immediate family. For bereavement leave purposes, immediate family is defined as spouse, children, father, mother, sister, brother, mother and father-in-laws, grandparents and grandchildren. These days will be charged to the employee's accumulated sick leave balance. Days used for funeral leave will not be counted in the annual calculation of the employee's sick leave non-usage incentive.

Employees may take up to (1) day paid funeral leave in the event the death of a daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt or uncle ("Extended Family"), up to a total of three (3) days of paid funeral leave for this purpose per year. Bereavement leave used for extended family will be counted in the annual calculation of the employee's sick leave non-usage incentive.

SECTION 4 NON-PAID LEAVE OF ABSENCE.

A. LONG TERM

1. An employee, upon written request to the Superintendent and approval of the Board of Education, may be granted a leave of absence without pay for a period of not more than two (2) years for the purpose of caring for an employee's parent, child or spouse, employee illness, or employee physical and/or mental disability. An employee, upon written request to the Superintendent and approval of the Board of Education, may be granted a leave of absence without pay for a period of not more than one (1) year for professional or educational purposes which would be of benefit to the Employer. An additional year for professional or educational purposes may be granted with approval of the Board. The written request for must be submitted at least thirty (30) days prior to the start of the requested leave, except in cases of physical and/or mental disability. The request shall include a physician's statement revealing the necessity for such leave and the expected date of return. Any replacement hired into the employee's position while the employee is on leave may be subject to established layoff procedures.

2. A nine or ten-month employees whose leave of absence expire at the end of a school year must inform the Employer in writing by July 1 of whether or not he/she intends to return to work at the start of the following school year. Failure to notify the Employer of his/her intent may result in the termination of employment, and will allow the Employer to consider the position vacant and to post and fill the vacant position.

3. In the event an employee on long-term leave does not return to duty at the end of a leave, and has not been approved for additional leave, the position held by such employee may be declared vacant and posted and filled.

4. Employees on approved unpaid leaves shall have the right to continue to participate in the group insurance benefits at the employee's expense, subject to the approval of each insurance carrier. Payments for insurance shall be made in advance to the Treasurer on the date established by the Treasurer. Failure to make said payments shall result in the loss of insurance coverage.

B. Short Term

Upon written request to the Employer, an employee may be granted a short-term unpaid leave of absence not to exceed five (5) days for the purpose of handling emergencies in the immediate family, should extenuating circumstances warrant, the Employer may approve additional days.

SECTION 5 MILITARY LEAVE.

A. An employee shall be granted a leave of absence for military duty in accordance with current state and federal law.

B. OTHER MILITARY LEAVES OF ABSENCE.

1. The Board shall grant an employee a paid leave of absence for up to thirty-one (31) days in any one (1) calendar year while the employee is on active duty or training duty with Ohio armed forces or with the reserve components of armed forces of the United States. Sick leave is not earned during the unpaid military leave of absence.

2. Fifteen (15) days of unpaid military leave shall be approved each calendar year for military reserve duty, provided the employee has given at least sixty (60) days' advance notice if possible. A leave of absence for military reserve duty will not affect the employee's vacation leave, sick leave, or other normal job benefits. Upon the employee's return from leave, the employee will be restored to his/her previous position with the same status, pay, and seniority.

SECTION 6 SICK LEAVE.

A. Each bargaining unit employee will earn fifteen (15) days per year at the rate of one and one-fourth (1 1/4) days per month.

B. The cumulative days of sick leave shall not exceed three hundred fifty (350) days.

C. 1. The employee is required to furnish a written, signed statement on forms prescribed by the Board when using sick leave. If medical attention is required by the employee, the employee's statement shall list the name(s) and address(es) of the attending physician(s) and the date(s) when the physician(s)

was consulted. Falsification of a statement is grounds for suspension or termination of employment.

2. If an employee is absent due to personal illness/other medical reasons for more than three (3) consecutive days, he/she must submit a signed doctor's slip. Failure to provide the release of information will be cause for a dock in wages until such time as a release of information is obtained. If an employee has more than eight (8) sick days in a year, each time the employee is absent after the 8th day due to illness for medical reasons, he/she must submit a signed doctor's note.

3. If an employee is aware of an extended illness requiring his/her absence for more than ten (10) work days, he/she must inform the Superintendent as soon as possible and indicate an anticipated date of return (if unknown the employee should indicate such and inform the Superintendent as soon as the anticipated date of return is known).

4. Any employee who is off work due to a medical condition or the taking of medication which makes him/her unable to perform his/her duties in a safe manner shall submit a physician's/medical professional's release indicating he/she is able to return to work. The release should include the date he/she is able to return to work.

D. Sick leave may be used for personal illness, injury, pregnancy, childbirth, and/or related medical conditions, exposure to contagious disease, illness in the immediate family (immediate family is defined as spouse, children, father, mother). In the event all sick leave is exhausted, the Board will advance the affected employee five (5) sick leave days per contract year for the above-mentioned purposes provided the employee has completed his/her initial probationary period.

Mothers and fathers may use ten (10) days of sick leave immediately after the birth or adoption of a child. This sick leave is not subject to the limits of Section 6.C.2.

E. The Board shall pay severance pay to each member of the bargaining unit meeting all of the following requirements:

1. Must retire from the employment of the Federal Hocking Local School District pursuant to SERS regulations or die while an employee.

2. With respect to retirement, in order to receive payment the employee must, within one hundred twenty (120) days of the last day of employment with the District, prove acceptance into the retirement system.

Bargaining unit members will receive severance pay equal to $25.00 per day of unused accumulated sick leave to a maximum of 350 days, OR 25% of the unused accumulated sick leave to a maximum of 240 days (60 days maximum)

multiplied by the daily rate of the member. The retiree shall make the choice of severance formula.

F. Sick Leave Non-Usage Incentive. Each full time employee who has three (3) or less days per year of chargeable absences against sick leave shall be reimbursed on the following schedule. An employee who has:

1. No days of sick leave used during the school year shall receive three hundred dollars ($300.00).

2. One (1) day of sick leave used during the school year shall receive two hundred seventy-five dollars ($275.00).

3. Two (2) days of sick leave used during the school year shall receive two hundred fifty dollars ($250.00).

4. Three (3) days of sick leave used during the school year shall receive two hundred twenty-five dollars ($225.00).

To be eligible, an employee must have been employed for the full school year. Part-time employees shall receive a pro-rated percentage of the above amounts based on the time worked compared to a full day. The above incentive shall be included in the 2nd pay of July each year.

SECTION 7 PREGNANCY DISABILITY LEAVE. Leave Regulations.

A. Employees may use sick leave for absence due to pregnancy disability.

B. Employees for whom sufficient sick leave is not available to cover the period of disability, due to pregnancy, shall be entitled to an unpaid leave of absence for that portion not covered by sick leave, not to exceed six (6) weeks in total. Extension beyond the six (6) week period shall be granted upon receipt of a statement by the employee's attending physician that the employee is unable to perform her assigned duties.

C. Prior to returning to duty from pregnancy leave, the employee shall furnish a signed statement from the attending physician that the employee is physically able to perform the employee's assigned duties.

D. Application for pregnancy disability leave shall be in writing. This application shall be filed as soon as possible.

E. Employees on leave due to pregnancy disability shall be entitled to normal fringe benefits as provided by the Board until all sick leave accrued has been exhausted. When additional leave beyond accrued sick leave is granted, the employee must maintain all fringe benefits just as in maternity leave.

SECTION 8 MATERNITY/PATERNITY LEAVE.

A. In addition to the "Sick Leave" provided in Section 6, an employee who is pregnant or adopting a child shall be entitled to a leave of absence without pay for maternity/paternity reasons to begin at any time between (a) the commencement of pregnancy, and (b) one (1) year after the child is born or adopted. Such leave to be for the remainder of the school year and may be extended for an additional school year upon application and approval by the Board.

B. Application for maternity/paternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to service. Application for maternity/paternity leave shall be granted by the Board.

C. Application for maternity/paternity leave prior to child birth should be made prior to the ninetieth (90th) day before the beginning date of the maternity/paternity leave. Application for maternity/paternity leave for the period beginning with the expiration of a period of disability, or the maternity/paternity leave related to adoption should be made prior to the ninetieth (90th) day before the beginning date of the leave.

SECTION 9 PROFESSIONAL LEAVE AND TRAINING

Employees may take paid professional leave to attend classes, seminars or other training activities, provided that the employee requests such leave at least two (2) weeks in advance, the training is job related and it is approved by the employee's immediate supervisor and the Superintendent. The Board will pay registration fees for approved requests.

SECTION 10

The Employer shall abide by the Family Medical Leave Act.

SECTION 11

This Article supersedes the Ohio Revised Code with respect to leaves of absence whenever this Article provides more for leaves of absence than said Code does and does not supersede the Ohio Revised Code whenever this Article provides less for leaves of absence.

SECTION 12

Paid leaves of absence may be taken in quarter (1/4) day increments.

ARTICLE 25
INSURANCE COVERAGE

SECTION 1 AFSCME CARE PLAN.

Effective July 1, 2004, the Board shall contribute $.50 per month per bargaining unit employee to the Ohio AFSCME Care Plan for coverage of hearing aid insurance benefits, including all part-time and full-time employees.

SECTION 2 DENTAL INSURANCE.

The Board agrees to continue the same or similar dental insurance plan currently in effect for the term of this Agreement and shall pay 100% of the cost of the plan. Effective July 1, 2006, bargaining unit employees annual maximums shall be brought up to match teachers. Dental $750 to $1,000. Orthodontics $500 to $1,500.

SECTION 3 VISION AND GROUP LIFE INSURANCE.

The Board agrees to provide vision care and group life insurance plans to bargaining unit employees, at no cost to the employee, that are the same as currently provided to teachers. Should the teachers' plan increase in benefits so shall the bargaining units.

SECTION 4 HOSPITALIZATION/SURGICAL/MAJOR MEDICAL INSURANCE.

Bargaining unit members will be provided hospitalization/surgical/major medical insurance through the Consortium Plan. Ninety-seven percent (97%) of the cost of the Consortium plan and any increases thereof shall be paid by the Board for single coverage and ninety percent (90%) of the cost for family coverage. The Board shall provide COBRA rights to all employees for the negotiated benefit plan.

The Board shall provide to each employee a copy of the insurance coverage book within 30 days of the hire date. It is understood that this insurance coverage may not begin until the first of the calendar month following the first full month of employment.

SECTION 5 VEBA ACCOUNT SPECIFICATIONS:

VEBA accounts will be discontinued with the transition to the Consortium Plan. However, employees may retain the account and shall be responsible for the administrative fees.

SECTION 6 IRS SECTION 125 PLAN.

The Board shall provide, at no cost to the employee and to the extent available under the Internal Revenue Code and regulations (Section 125), a flexible spending account for the payment of the bargaining unit member's insurance premium contributions on a pre-tax basis, and other voluntary pre-tax payroll deductions for other expenses

permitted under and in accordance with Section 125 of the Code, including medical - dental and child-dependent care expenses.

SECTION 7 INSURANCE BUY-OUT.

In the event that a bargaining unit employee with a family who has family health insurance coverage from another source elects single coverage for health insurance for an entire year (as determined by the anniversary date of the insurance), the Board will pay that employee $1,000 once per year; and in the event that a bargaining unit employee with a family who has family health insurance coverage from another source elects no health insurance coverage for an entire year (as determined by the anniversary date of the insurance), the Board will pay that employee $1,500 once per year. The payments will be made within 30 days of the end of the anniversary date of the insurance.

SECTION 8

Insurance premiums for those employed after July 1, 2006. (This does not apply to employees employed or on the recall list before July 1, 2006.)

Hours	Employee Share		Board Share	
Worked	Family	Single	Family	Single
7 to 8	10%	3%	90%	97%
6 to <7	20%	13%	80%	87%
5 to <6	30%	23%	70%	77%
4 to <5	40%	33%	60%	67%
0 to <4	50%	43%	50%	57%

HEALTH SCHEDULE OF BENEFITS

Benefit Period Calendar Year

Dependent Age End of the month in which they turn age 26

Pre-Existing Period None

	Network	Non-Network
DEDUCTIBLE (Single/Family)	None	$400/$800
OUT OF POCKET LIMIT (Single/Family)	$1,000/$2,000	$2,000/$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$20/$20	30%
• allergy injections (PCP and SCP)	No copayment/coinsurance	30%
• allergy testing	No copayment/coinsurance	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, **non-maternity related Ultrasounds,**	10%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations1, Annual diabetic eye exam, Vision and Hearing screenings		
• Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care		
Emergency Room Services	10%	10%
• facility/other covered services □□(copayment waived if admitted)		
Urgent Care Center Services	10%	10%

Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%

	Network	Non-Network
Inpatient Facility Services (Network/Non Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (Combined Network & Non Network limits) including but not limited to:		
• Non Surgical Outpatient Services for example: MRI's, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.	10%	30% except as noted below
• Home Care Services 30 Visits (excludes IV Therapy)	10%	
• Durable Medical Equipment and Orthotics (excluding Prosthetic Devices, Limbs and Medical Supplies)	10%	
• Prosthetic Devices	10%	10%
• Prosthetic Limbs	10%	10%
• Hospice Care	10%	
• Ambulance Services		

	Network	Non-Network
Outpatient Therapy Services		
(Combined Network & Non-Network Limits)		
• Physician Home and Office Visits (PCP/SCP	$20/$20	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	$20/$20	30%
Limits apply to: • Physical and Occupational Therapy: 60 Visits • Manipulation Therapy: 12 visits • Speech Therapy: 20 visits		
Behavioral Health:		
Mental Illness and Substance Abuse		
• Inpatient Facility Services	10%	30%
• Inpatient Professional Services		
• Physician Home and Office Visits (PCP/SCP)	10%	
• Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	$20 10%	
Human Organ and Tissue Transplants		
• Acquisition and transplant procedures, harvest and storage	No Copayment/coinsurance	50%
Prescription Drugs		
Network Tier structure equals 1/2/3		
(and 4, if applicable)		
• **Network Retail Pharmacies:** (30 day Supply) Includes diabetic test strip	$10 Generic/$30 Brand Formulary/$50 Brand Non-Formulary	50%
• **Anthem RX Direct Mail Service:** (90 day supply) Includes diabetic test strip	No copayment/coinsurance $15 Generic/$45 Brand Formulary/$75 Brand Non-Formulary	Not Covered Not Covered
Medicare RX – Wrap		Not Covered
Specialty Medications must be obtained via our Specialty Pharmacy Network in order to receive network level benefits.	No copayment/coinsurance	
Lifetime Maximum	Unlimited	Unlimited

ARTICLE 26
WORK HOURS, DAYS, WEEK, YEAR AND OVERTIME

SECTION 1 WORK DAY, WEEK AND YEAR.

A. AIDES —

1. A full-time Aide shall work a seven (7) hour day including one-half (½) hour for lunch.

2. Aides will work 180 days plus any additional days, up to a maximum of four (4) days for meetings and other duties as required by the administration, and shall be entitled to eligible paid holidays, in addition to work days. Aides will only be paid for that portion of the four (4) meeting or extra duty days they are actually on duty and called by the administration and for which they submit a completed time sheet.

3. No Aide shall be required to function as a substitute teacher.

4. A one-half (½) time aide shall work 3 ½ hours per day or 17 ½ hours per week, exclusive of lunch.

5. Aides are entitled to one (1) break, not to exceed ten (10) minutes in length, in the morning, and one (1) break not to exceed ten (10) minutes in length, in the afternoon, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

B. COOKS AND HEAD COOKS —

1. A full-time Cook's work day shall be seven (7) hours and shall include one-half (½) hour for lunch.

2. The Cooks' yearly wage will be calculated on 180 days plus eligible holidays in a school year and fourteen (14) hours pay for attendance at in-service meetings and/or preparing for school to open and close, provided they are requested by the administration to work the fourteen (14) hours and they submit a completed time sheet.

3. Banquets - Any banquet held on school premises and using the school's kitchen facilities and covered under Schedule B of the Board's policy on fees for use of school facilities will require at least one Cook to work it at the appropriate rate of pay.

4. Whenever any other staff member(s) use the school kitchen(s), the Head Cook will be notified prior to its use.

5. The full-time Head Cook's work day shall be seven and one-half (7 ½) hours including one-half (½) hour for lunch, provided he/she remains in the immediate vicinity of his/her work area.

6. A one-half (½) time Cook's work day shall be 3 ½ hours per day or 17 ½ hours per week, exclusive of lunch.

7. Cooks and Head Cooks are entitled to one (1) break, not to exceed ten (10) minutes in length, in the morning, and one (1) break not to exceed ten (10) minutes in length in the afternoon, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

C. CUSTODIANS —

1. A full-time Custodian or Head Custodian will work eight (8) hours per day including a one-half (½) hour lunch.

2. Custodians shall work two hundred and sixty (260) days per year and shall be entitled to all eligible holidays and vacation (see Article 23).

3. A Custodian will be present in a building at all times during special events that are covered under Schedule B of the Board's policy on fees for use of school facilities. At all other events, the administration shall determine the need for a Custodian being present in the building. Every attempt will be made to provide the Custodians a schedule of groups using the facilities with the understanding that last minute requests or emergency situations may occur. The Custodian will be paid his/her regular rate and time and one-half (1 ½) if he/she works over forty (40) hours per week or eight (8) hours per day.

4. A one-half (½) time Custodian's work day shall be four (4) hours per day or twenty (20) hours per week, exclusive of lunch.

5. Custodians are entitled to one (1) break, not to exceed ten (10) minutes in length, in the first half of the shift, and one (1) break, not to exceed ten (10) minutes in length, in the last half of the shift, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

6. On calamity days, first, second and third shift Custodians will report to work on first shift. Second and third shift Custodians will not report to work on second and third shift unless they are called into work by the Maintenance Supervisor. In exchange for working on a calamity day, Custodians will receive compensatory time off.

D. BUS DRIVERS —

1. The bidding process for all bus routes shall start not later than the first day of the school year.

   A) Once established, the most senior driver will be permitted to bid on any of the routes, next most senior driver will be permitted to bid on any of the remaining routes, etc. until all bus routes have been selected with the driver having the least seniority receiving the last bus route on the bidding list. The driver, once notified, must bid by that day unless, with the consent of both parties, extenuating circumstances dictate a longer bidding period.

   B) Buses will not be stored outside the school district except that buses may be stored outside the school district if the driver lives within five (5) miles of the district line.

2. A.M. (Elementary and High School pick up) and P.M. (Elementary and High School take-home) routes will be posted and rebid each year and considered the established routes referred to in Article 26, (D), (1).

3. Activity Routes - may be part of the established route. The Transportation Supervisor will be given flexibility in establishing activity routes in the most economical manner. If economically feasible the activity routes will be added to the shortest routes. This may not be feasible if another driver is already going to that area and could run the route at a savings to the district.

4. Wage determined by the established time which will be seven (7) hours per day for all routes, which includes one-half (½) hour for clean up and refueling.

5. One hundred eighty (180) days include two (2) in-service days on dates established by the Transportation Supervisor.

6. Each driver shall be granted one-half (½) hour per day for normal maintenance and cleaning of the bus. Normal maintenance shall include fueling, checking oil and water levels, cleaning front and rear windows plus cleaning of the bus inside and outside on a regular schedule. The driver is responsible for reporting, in writing, to the Transportation Supervisor or Mechanics any defects or items needing repair. If in the event of an emergency, the Administration or the Board reserves the right to keep all buses at a central storage area, if they so desire.

7. A maximum of ten (10) hours pay for meeting(s) and/or bus inspection clean-up; provided the driver is required to work the additional time.

8. Any disagreements in route times will be settled by a committee consisting of two (2) representatives from each group (i.e. Union and Board) appointed by that group for the purpose of resolving said disagreement.

E. MAINTENANCE MECHANICS —

1. Full-time Assistant Maintenance Mechanics and full-time Maintenance Mechanics shall work an eight (8) hour day including one-half (½) hour for lunch.

2. Maintenance Mechanics shall work 260 days per year and shall be entitled to all eligible holidays and vacation (see Article 23).

3. A one-half (½) time Assistant Maintenance Mechanic's work day shall be four (4) hours per day or twenty (20) hours per week, exclusive of lunch.

4. Maintenance Mechanics are entitled to one (1) break, not to exceed ten (10) minutes in length, in the morning, and one (1) break, not to exceed ten (10) minutes in length, in the afternoon, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

F. SECRETARIES —

1. Full-time Secretaries shall work an eight (8) hour day including one-half (½) hour for lunch.

2. Secretaries shall work as follows:

   a) Elementary - 202 work days annually - school year
   b) Middle School - 202 work days annually - school year
   c) High School - 212 work days annually - school year

3. A one-half (½) time Secretary's work day shall be four (4) hours per day or twenty (20) hours per week, exclusive of lunch.

4. Secretaries are entitled to one (1) break, not to exceed ten (10) minutes in length, in the morning, and one (1) break, not to exceed ten (10) minutes in length, in the afternoon, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

G. MAINTENANCE MECHANIC

1. Maintenance Mechanics shall work an eight (8) hour day including one-half (1/2) hour for lunch.

2. Maintenance Mechanics shall work 260 days per year and shall be entitled to all approved holidays and vacation. (See Article 23)

3. Maintenance Mechanics are entitled to one (1) break, not to exceed ten (10) minutes in length in the morning, and one (1) break, not to exceed ten (10) minutes in length, in the afternoon, at a time scheduled by the immediate supervisor. An attempt will be made to schedule the breaks as close to the midpoint of the work period as possible.

SECTION 2 WORK SCHEDULE.

A. The daily starting and quitting times for all employees shall be established no later than fifteen (15) working days after the start of the school year. These times cannot be changed unless at least two (2) weeks notice is given to the employee by his/her immediate supervisor or the Superintendent or by mutual consent of both parties, as verified in writing.

B. Second (2nd) or third (3rd) shift Custodians wishing to work the first (1st) shift in the absence of the Head Custodian may do so upon approval of the Maintenance Supervisor. To be approved the Custodian must be qualified to perform the daily tasks for the first (1st) shift assignment. Said employee will sign a statement indicating it is a volunteer request and not subject to additional remuneration. In the event the Head Custodian is going to be absent more than two (2) consecutive days, the second (2nd) or third (3rd) shift custodian may be permitted to assume the Head Custodian's duties and receive the additional wage for the Head Custodian's classification provided he/she is qualified to do the Head Custodian's duties and responsibilities. An Assistant Mechanic who works in the classification of District Mechanic shall be paid at the District Mechanic rate of pay.

C. The parties hereby agree that:

1. The Board may establish a ten (10) hour day, forty (40) hour, four (4) consecutive day work week for certain employees or groups of employees provided that each affected employee agrees to such a change in his/her work schedule.

2. In the event an employee's schedule is changed to a ten (10) hour a day, forty (40) hour, four (4) consecutive day work week, as prescribed above, the employee shall receive payment of time and one-half (1 ½) pay for all hours worked over ten (10) in one day or forty (40) in one week for the affected employee(s).

SECTION 3 OVERTIME.

A. 1. All hours actually worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half (1 ½) the regular rate of pay.

2. Regular bus drivers driving extra trips will be paid their regular rate of pay for all hours worked. All hours in excess of forty (40) hours will be paid at the rate of time and one-half (1 ½).

B. The Board will maintain and post an overtime/extra work list at each center. This list will set forth the total number of overtime/extra work hours offered to and/or worked by each employee. Whenever an overtime opportunity arises, it shall be offered first to the employee(s) who normally performs the work who has the least number of hours on the list.

Bus drivers' overtime/extra work list shall be rotated by trip (not hours). The list shall set forth the total number of extra trips offered to and/or driven by each employee. The list shall first be established by most senior offered first trip and shall be rotated. Employees unable to take extra trips due to their regular route shall not be charged for trips they did not take due to their regular route.

Bus Drivers interested in routes during summer break are encouraged to sign the summer break overtime/extra trip roster, which shall work the same as the school year voluntary overtime/extra trip roster. Interested drivers must be present to sign the weekly trip schedule. The trips scheduled shall be posted as they are received by the Transportation Supervisor, and no later than the last day of the school week, on the bulletin board outside the Transportation Supervisor's office. Drivers will sign-up for trips on the list prior to high school dismissal. If an insufficient number of eligible drivers sign-up on the weekly overtime roster, the Transportation Supervisor will assign the open trip(s).

Drivers shall select all desired trips on the weekly roster by placing an "X" in each of those trips columns. The Transportation Supervisor will assign trips, in the listed order, to the most senior driver on a rotating roster. When all trips are filled for that week's roster, the following week's roster will begin with the next senior driver on the overtime roster.

The bus driver overtime roster will list, in order of seniority, all eligible full-time drivers and all trips available for that week. Trips will be listed with the date of the trip, the starting place of the trips, and the number of drivers needed for that trip. Transportation supervisor shall be the custodian of the original trip schedules and the steward shall be given the original schedules from previous weeks.

Holdover overtime will not be subject to the call out procedure described above. Employees who work holdover overtime will be charged for such time on the overtime/extra work list. When school is not in session, the Transportation Supervisor will assign trips. After the completion of their probationary period, new employees will be placed on the bottom of the seniority list.

C. It will be the responsibility of the employee who has worked the overtime to submit to his immediate supervisor by the end of the pay period, a signed

overtime pay request and time sheet/card. Overtime will be paid on the payday following the pay period in which the overtime was worked.

D. Overtime which is performed without the written authorization of the Superintendent or his/her designee will result in disciplinary action as outlined in Article 12, Disciplinary Procedures. In an emergency, the supervisor may verbally approve the overtime or compensatory time. The signed time sheet must indicate the reason for the overtime/compensatory time.

E. Overtime must be authorized by the Superintendent and supervisor prior to its accumulation. The employee must sign a statement indicating whether he/she wishes compensatory time or a wage payment. This authorization will remain in effect until the employee signs a new statement indicating a desire to change the method of compensation for overtime.

F. An employee may take compensatory time off work, provided that the employee has submitted a request to the immediate supervisor at least one (1) week in advance and the request is approved by the immediate supervisor. Compensatory time which is not taken by the start of the school year following the fiscal year in which it was earned shall be paid to the employee at his/her rate of pay at the time of accrual.

SECTION 4 SUBSTITUTES.

A. The administration/supervisor has a right to call a substitute to work when a regular employee has not reported for work. Extra work shall be offered to qualified, available bargaining unit employees before offering to substitutes.

B. In a case where no substitutes can be found and no one on the overtime list volunteers, the employee whose turn is first on the list will be assigned to work and must perform the task.

ARTICLE 27
WAGES

Wage rates shall be reflected in Addendum #1 and shall include a two percent (2%) increase each year of the Agreement on the base rate.

SECTION 1

If the members of the Federal Hocking Teachers Association receive in contract negotiations occurring after the effective date of this Agreement an average increase in wages greater than the average percentage wage increase granted to the members of Local 1292 in this section, the members of Local 1292 shall receive the same average percentage increase.

It is understood that the salaries and benefits of the administrators, the central office personnel, and non-association/non-union personnel are excluded from this section.

There shall be no title changes that would increase any employee's salary for the purpose of subverting this article.

ARTICLE 28
LONGEVITY

After an employee completes fourteen (14) years of service, he shall receive an additional fifteen cents ($.15) per hour added to his/her regular hours of pay. All years of service over fifteen (15) years, he/she shall receive an additional two cents ($.02) per hour added to his/her regular hours of pay. This means an employee gets an additional fifteen cents ($.15) per regular hour worked in his fifteenth (15th) year, and continues at this longevity figure of an additional two cents ($.02) per annum through his/her employment.

ARTICLE 29
DRUG AND ALCOHOL TESTING FOR DRIVERS OF SCHOOL OWNED VEHICLES

A. The procedures for conducting drug and alcohol testing of vehicle drivers shall be governed by federal and state law and the Board policy in effect on June 30, 2001. If the Board proposes to change its policy on the issue, then the parties will re-open negotiations on this Article.

B. The procedures for handling violations of the drug and alcohol testing policy are as follows:

1. First Offense:

   The Employer may implement up to a ten (10) day suspension without pay, and when the employee tests positive for drugs or alcohol following an accident or an incident involving property damage and/or injury to person(s), then the employee may be terminated. Disciplinary action shall be subject to the grievance procedure.

2. Second Offense:

   The Employer has the right to terminate the employee, which shall be subject to the grievance procedure. When the employee tests positive for drugs or alcohol following an accident or an incident involving property damage and/or injury to person(s), then the employee shall be terminated.

C. Employees who have entered or are awaiting entry into an approved treatment program may use sick leave, vacation time, personal days, and/or any approved unpaid leave during that period of time.

D. The Employer will attempt to obtain information about rehabilitation/counseling centers and a list of substances that can result in a false positive test to give to employees required to take drug and alcohol testing. Section B(4) of this article shall not be subject to the grievance procedure.

ARTICLE 30
NEGOTIATION PROCEDURES

A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union and AFSCME Ohio Council 8, Athens Region on or before ninety (90) calendar days prior to the expiration if the current contract. If neither party gives notice of its desire to modify or terminate this Agreement as provided above, this Agreement shall continue in full force and effect from year to year after June 30, subject to modification or termination by either party on ninety (90) days written notice to the other prior to June 30, of any subsequent year. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to set dates and procedures for the ensuing meetings. A mutually convenient meeting date shall be set no later than thirty (30) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated.

B. Negotiation Procedures

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in private, unless otherwise mutually agreed.

C. Caucus

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

D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and signed/initialed by the chief negotiator of each party. Such signing/initializing shall be construed as a tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption/ratification of the Board.

E. Agreement

When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Board of Education for adoption/ratification. If adopted by the Board, the Agreement shall be binding on both parties. Said agreement shall be signed by the Board's representatives and by the Union's representative.

F. Printing and Distribution

After ratification, the agreement will be printed and distributed to each member of the bargaining unit, each administrator, and each member of the Board. As new employees are hired, they shall be provided a copy of the agreement. The Board and the Union will share the cost of printing and distribution equally.

G. Confidentiality

Until impasse has been declared or the contract has expired, whichever is later, no unilateral press releases or other public disclosure of the content of specific negotiations proposals will be made by either party. Joint press releases may be made at any time.

H. Negotiating Teams

The Board and the Union will be represented at negotiations meetings by teams consisting of not more than eight (8) persons, including outside representatives. Either party may bring in other district employees to address specific issues. In addition, and with mutual agreement, either party may bring in a consultant to address specific issues.

I. Impasse Procedures/Mutual Alternate Dispute (MAD) Agreement

If agreement is not reached on matters being negotiated at any time within fifty-five (55) calendar days of the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. When impasse is so declared, a Federal Mediation and Conciliation Service (FMCS) mediator or a mediator from the Bureau of Mediation of the Ohio State Employment Relations Board shall be used. If the parties cannot agree on a mediator, FMCS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of FMCS.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of FMCS or SERB.

The Union reserves the right to strike under the provisions of ORC 4117.14, after mediation has been conducted. At that time, the Board may exercise its right to implement.

This impasses procedure is the parties' alternative dispute resolution procedure and is intended to supercede and replace the statutory procedures contained in ORC 4117.14.

J. Termination of Mutual Alternate Dispute (MAD)

The following provisions shall govern termination of the Mutual Alternate Dispute Agreement:

1. This agreement may not be canceled, revoked, or terminated during the term of the current collective bargaining Agreement between the parties or while negotiations for a new collective bargaining agreement are being conducted. This MAD may not be canceled, revoked or terminated prior to or during the period of any Agreement modification.

2. This Agreement may be terminated during the term of any succeeding collective bargaining agreement as follows:

   A) By giving notice to the other party between the period of ninety (90) to sixty (60) calendar days prior to the termination date of any succeeding collective bargaining agreement.

   B) This notice must be in writing and must be sent certified mail with a return receipt requested or hand delivered.

3. This Agreement shall not be subject to the grievance and arbitration procedure of the current collective bargaining agreement between the parties or any succeeding collective bargaining agreement.

ARTICLE 31
SICK LEAVE BANK

A. When a bargaining unit member with over five (5) years of service has exhausted all of his/her accumulated paid leave (i.e. sick leave, personal leave and vacation leave) and experiences a serious, long term illness which a doctor states makes him/her unable to continue working and when that employee is ineligible for disability retirement or is in the process of applying for such, so additional days of sick leave are still needed, then he/she may request through the Union that the additional days be transferred from other District employees' accumulated sick leave.

B. The Union shall establish an internal policy to recruit donors for such a transfer. Employees wishing to donate sick leave will not be individually solicited.

C. The Union shall notify, in writing, the Treasurer of the Board of the person(s) donating sick leave days, the number of days to be deducted from each, and the person who shall receive the transferred time. The notice shall include a signed statement by the District employee donating sick leave time, authorizing the Board Treasurer to transfer the time. For record keeping purposes, the sick leave accumulation of an employee will be converted to hours, and then back to days, when sick leave time is transferred.

D. Donation shall be limited to five (5) days per donating employee per school year from District employees that have an accumulation of at least 150 days.

E. Sick leave days transferred to a member shall be deducted from the donating employee's sick leave balance. If any of those days are unused by the receiving employee at the end of the current fiscal year, however, then they shall be converted to hours and back to days and credited to the donating employee's sick leave balance.

F. An employee receiving sick leave time will receive donated sick leave days in ten (10) day increments.

ARTICLE 32
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall continue in full force and effect until 11:59 p.m., June 30, 2017. See Article 30A for negotiations time lines.

The parties will reopen Article 25 (Insurance) each year of the contract. However, the Board will not implement a change to insurance without mutual agreement by the Union.

In witness whereof, the parties hereto have duly executed this Agreement on June 1, 2011:

FEDERAL HOCKING SCHOOL EMPLOYEES, LOCAL #1292 AFSCME AFL-CIO	FEDERAL HOCKING LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
Patti McKillen	
Gloria Kerns	
	Lester Gleason
Tessanna Weiss	
Betty Cunningham	Tom McDaniel

Federal Hocking Local Schools
Classified Salary Schedule
Effective July 1, 2014

2014-2015

Total Hours	Classification	Entry	0	1	2	3	4	5	6	7	8
	Bus Driver	12.38	12.73	13.07	13.40	13.75	14.08	14.39	14.74	15.10	15.44
	Custodian	10.54	10.87	11.20	11.53	11.86	12.20	12.54	12.88	13.21	13.56
	Head Custodian	10.89	11.22	11.57	11.89	12.23	12.57	12.91	13.25	13.57	13.89
	2nd Shift Custodian	10.65	11.02	11.33	11.64	11.97	12.32	12.61	12.98	13.37	13.67
	3rd Shift Custodian	10.71	11.08	11.38	11.70	12.04	12.38	12.72	13.05	13.42	13.73
	Custodial Maintenance Ass	12.59	12.92	13.27	13.62	13.84	14.29	14.64	14.98	15.31	15.66
	Secretary	10.89	11.23	11.57	11.89	12.23	12.57	12.91	13.23	13.57	13.89
	Head Cook	10.72	11.05	11.40	11.73	12.08	12.41	12.74	13.09	13.42	13.76
	Cook	10.54	10.87	11.20	11.53	11.86	12.20	12.54	12.88	13.21	13.56
	Cook/Café Manager	11.05	11.40	11.73	12.08	12.41	12.74	13.08	13.42	13.76	14.11
	Aide	10.54	10.87	11.20	11.53	11.86	12.20	12.54	12.88	13.21	13.56
	Maintenance Mechanic	16.98	17.30	17.63	17.95	18.30	18.59	18.94	19.27	19.60	19.93

Federal Hocking Local Schools
Classified Salary Schedule
Effective July 1, 2015

2015-2016

Total Hours	Classification	Entry	0	1	2	3	4	5	6	7	8
	Bus Driver	12.63	12.98	13.33	13.67	14.02	14.36	14.68	15.03	15.40	15.75
	Custodian	10.75	11.09	11.42	11.76	12.10	12.44	12.79	13.14	13.47	13.83
	Head Custodian	11.11	11.44	11.80	12.13	12.47	12.82	13.17	13.51	13.84	14.17
	2nd Shift Custodian	10.86	11.24	11.56	11.87	12.21	12.57	12.86	13.24	13.64	13.94
	3rd Shift Custodian	10.92	11.30	11.61	11.93	12.28	12.63	12.97	13.31	13.69	14.00
	Custodial Maintenance Ass	12.84	13.18	13.54	13.89	14.12	14.58	14.93	15.28	15.62	15.97
	Secretary	11.11	11.45	11.80	12.13	12.47	12.82	13.17	13.49	13.84	14.17
	Head Cook	10.93	11.27	11.63	11.96	12.32	12.66	12.99	13.35	13.69	14.03
	Cook	10.75	11.09	11.42	11.76	12.10	12.44	12.79	13.14	13.47	13.83
	Cook/Café Manager	11.27	11.63	11.96	12.32	12.66	12.99	13.34	13.69	14.03	14.39
	Aide	10.75	11.09	11.42	11.76	12.10	12.44	12.79	13.14	13.47	13.83
	Maintenance Mechanic	17.32	17.65	17.98	18.31	18.66	18.97	19.32	19.65	20.00	20.33

Federal Hocking Local Schools
Classified Salary Schedule
Effective July 1, 2016

2016-2017

Total Hours	Classification	Entry	0	1	2	3	4	5	6	7	8
	Bus Driver	12.88	13.24	13.59	13.94	14.31	14.64	14.97	15.33	15.71	16.07
	Custodian	10.96	11.31	11.65	11.99	12.34	12.69	13.04	13.40	13.74	14.10
	Head Custodian	11.33	11.67	12.03	12.37	12.72	13.07	13.43	13.79	14.11	14.45
	2nd Shift Custodian	11.08	11.46	11.79	12.11	12.46	12.82	13.12	13.51	13.91	14.22
	3rd Shift Custodian	11.14	11.52	11.84	12.17	12.52	12.88	13.23	13.57	13.97	14.28
	Custodial Maintenance Ass	13.10	13.45	13.81	14.17	14.40	14.87	15.23	15.59	15.93	16.29
	Secretary	11.33	11.68	12.03	12.37	12.72	13.07	13.43	13.76	14.11	14.45
	Head Cook	11.15	11.49	11.86	12.20	12.56	12.91	13.25	13.62	13.97	14.32
	Cook	10.96	11.31	11.65	11.99	12.34	12.69	13.04	13.40	13.74	14.10
	Cook/Café Manager	11.49	11.86	12.20	12.56	12.91	13.25	13.60	13.97	14.32	14.68
	Aide	10.96	11.31	11.65	11.99	12.34	12.69	13.04	13.40	13.74	14.10
	Maintenance Mechanic	17.67	18.00	18.34	18.68	19.04	19.35	19.71	20.05	20.40	20.74

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MEMORANDUM OF UNDERSTANDING
Between the
Federal Hocking Local School District Board of Education
and AFSCME Council 8 and Local # 1292

Up to four (4) Utility/Extra Help Workers ("Utility Worker") may work, as-needed, variable hours, as assigned, and recorded by the worker on his/her timesheet, over the course of each year. The assistance of a Utility Worker must be requested, in writing, by the Head Custodian, Head Cook, District Maintenance/Mechanic or Custodial Maintenance Assistant. The request must have the reason why the Utility Worker is needed. A Utility Worker shall not be assigned overtime unless no AFSCME member signs up for the overtime.

FEDERAL HOCKING AFSCME

Patti McKillen

Gloria Kerns

Date: 8-15-14

FEDERAL HOCKING LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8/19/14