



**NEGOTIATED AGREEMENT  
BETWEEN THE**

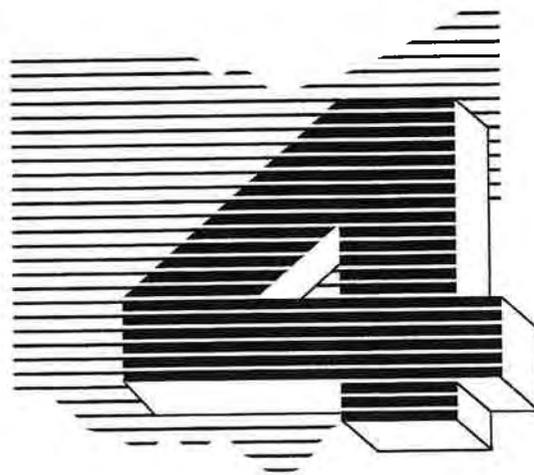
**JUN 30 2015  
BOARD AGENDA**

**UNION ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME/AFL-CIO  
AND IT'S LOCAL #258**

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K32329

**AND THE**

**ROLLING HILLS LOCAL SCHOOL  
DISTRICT  
BOARD OF EDUCATION**



**OAPSE/AFSCME Local 4/AFL-CIO**

**Effective July 1, 2015 - June 30, 2017**



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## **ARTICLE 1 - RECOGNITION**

The Rolling Hills Local Board of Education (hereinafter call the "Board" recognizes OAPSE/AFSCME, AFL-CIO, ON BEHALF OF Local #258 (hereinafter called the "Union") as the sole and exclusive bargaining agent for all regular, full-time and part-time (excluding substitutes) classified employees in the school district eligible for membership in the Union. The foregoing positions and classifications shall be excluded from the bargaining unit: the Treasurer, three (3) Fiscal Assistants, Administrative Services Secretaries, Transportation and Custodian Maintenance Supervisor, Lunchroom Supervisor and LPN. Administrative Services Secretaries are defined as the current central office administrative secretaries, the principal's secretaries, and the Transportation Supervisor secretary.

## **ARTICLE 2 - RIGHTS OF INDIVIDUALS**

Nothing contained herein shall abridge the right of any employee to express his/her views to the Board at any scheduled meeting by the Board in accordance with Board Policy, provided that, during the term of contract, negotiations shall be conducted only with the Union.

## **ARTICLE 3 - NEGOTIATION PROCEDURES**

- 3.1 A written request for the opening of negotiations shall be submitted to the Superintendent by the Union on or before sixty (60) days preceding the expiration of this Agreement.
- 3.2 Upon receipt of a written request for a negotiation meeting, either party will have five (5) work days to reply tot he request. Within ten (10) work days after receipt of the reply, the parties shall establish a mutually agreeable site, date and time for such meetings. This section refers to the negotiation of a new contract.
- 3.3 Both Parties to Agreement shall present their proposals at the first meeting. No other proposals shall be submitted after the first meeting unless otherwise agreed to by both parties.
- 3.4 Each meeting will be held in executive session.
- 3.5 Negotiations shall be conducted after regular working hours, however, if the Board's team insists on a negotiation meeting during the regular work hours of a majority of the Union's team members, such members shall be released from school duties to attend negotiating meeting. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible. The employee members of the negotiating committee will be paid by the Board for time spent in negotiations, but only for straight time hours they would have otherwise worked.

The Board of Education will make every effort to approve any shift change necessary which will permit any member of OAPSE to be a member of the OAPSE Negotiating Team. If the shift change cannot be made, the negotiations session shall be rescheduled. OAPSE team shall the right to have an alternate present. The alternate shall not take part in regular negotiations unless a regular member is absent.

- 3.6 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.

#### **ARTICLE 4 - NEGOTIATING TEAMS**

- 4.1 The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) persons on a committee. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Negotiating team members for OAPSE shall be classified employees of the district, and must be OAPSE members. The Board's team shall consist of members of the Board and administrators employed by the Board.
- 4.2 In addition to said teams, each team shall be authorized to admit one (1) consultant to each meeting.
- 4.3 Each team is privileged to call upon consultants or those resource people necessary to present its case. No more than one (1) consultant may be permitted to address the negotiators at one time.
- 4.4 The cost of each consultant shall be borne by the parties requesting them.

#### **ARTICLE 5 - EXCHANGE OF INFORMATION**

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration. A reasonable amount of time will be allotted to the party providing the information so as to allow for the preparation of the documents needed. (The Treasurer's regular monthly report to the Board of Education in computerized form is acceptable.) The Board and the Union will incur no special expense in providing information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

## **ARTICLE 6 - PROGRESS REPORTS**

Periodic written progress reports may be issued during negotiations to the public, provided that any such release shall have prior approval of both teams. No news releases will be issued by either party during the process of negotiations. This “gag order” will be lifted at the declaration of impasse. A copy of any news release will be given to the other party twenty-four (24) hours prior to release.

## **ARTICLE 7 - AGREEMENT**

When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for its consideration. If ratified, by the Union, the tentative agreement shall be submitted to the Board for its consideration at the next regularly scheduled board meeting. If approved by the Board of Education, the Agreement shall be signed by both parties. All negotiations must be completed within one hundred twenty (120) days from the first meeting as set forth in Section 3.1 or by a date mutually agreed upon by the teams. The agreement reached and accepted by the Union and the Board shall supersede those contained in any previous agreement between the Union and the Board.

## **ARTICLE 8 - CONSISTENCY WITH LAW**

- 8.1 If any provisions of this agreement are found to be contrary to law, such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 8.2 Upon a court of competent jurisdiction’s finding that a given provision is contrary to law, the Board and Union shall comply with the law. Within 30 days of this finding, the parties shall meet in an attempt to negotiate *language* to replace that which was invalidated by the court.

## **ARTICLE 9 - DISAGREEMENT**

The parties pledge themselves to negotiating in good faith. (If on unresolved issues tentative agreement is not reached, either party may declare a bargaining impasse. Within five (5) calendar days of declaration of impasse, either party may contact the Federal Mediation and Conciliation Service and request the assistance of a mediator. Impasse by either party may not be declared during the first thirty (30) calendar days of bargaining.) The mediator has no authority to recommend or to find either party to any agreements.

## ARTICLE 10 - GENERAL PROVISIONS

### 10.1 Bus Drivers

Regular drivers will be used to transport students to or from school sponsored functions when the participants exceed seven (7). Functions that require the transporting of seven (7) or less participants shall be transported in a manner which conforms to specifications of the Ohio Department of Transportation and prescribed by the Board. The grouping of students during a regular season shall define the grouping for determining transportation during tournament play.

10.2 If an extra trip is scheduled at such time it would interfere with a driver's regular run, and regular driver desires to take the trip, the Transportation Supervisor shall provide a (substitute) driver to take the remaining portion of the regular driver's route. If the driver relinquishes a portion of his/her regular run to drive the trip, the driver will be paid at the driver's regular hourly rate of pay for the portion of the trip which is equal to the hours the driver would have been paid had he/she driven the regular route. The remainder of the trip will be paid at the extra trip rate of pay. If a substitute driver cannot be obtained for the regular route within 48 hours prior to the extra trip, the regular driver shall remain with the regular route.

10.3 If an extra trip is scheduled and then canceled, the assigned driver shall be paid for two (2) hours unless the driver is notified in a reasonable time. Reasonable time shall be defined to mean at least one (2) hour prior to arrival at school for the extra trip.

10.4 Payment for all field trips, taken in the payroll period, will be included on a regular pay of the drivers with trips taken listed on the check stub.

10.5 A universally accepted credit card will be furnished.

### 10.6 Discipline

Discipline on busses shall be handled by the driver according to Board policy, State statutes and the student handbook. All drivers shall be issued yearly updated student handbooks. If a driver should encounter a situation whereas the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the process of safely transporting students, and the driver feels he/she cannot operate the bus in a safe manner, he/she shall stop the bus and notify, by radio if possible, the Transportation Supervisor, advising him of the problems. The driver shall remain at his/her stopped position until the Transportation Supervisor advises the driver of the appropriate action to be taken by said driver, or until the driver feels that it is safe to proceed.

- 10.7 External bus washing facilities shall be provided by the Board.
- 10.8 During extra-curricular or field trips that encompass a dinner hour, the driver or drivers shall be permitted to use one bus to drive to a quality restaurant nearest to the event. Time allowed - 1 hour plus driving time. The driver must inform the students' immediate supervisor of the driver's estimated time of return and location.
- 10.9 Extra-curricular and Field Trips

Recognizing the primary responsibility and obligation of each driver is his/her regularly assigned route, drivers will be provided with the opportunity to earn additional income by driving for extra-curricular and/or field trips.

A roster of all scheduled extra-curricular and field trips which bears the names of all drivers in order of seniority shall be posted and maintained, in an open area of the bus garage, with trips being listed at least five (5) days in advance whenever possible. Each trip which is run shall be assigned by the Transportation Supervisor on a seniority rotation basis.

At the start of the school year, bus drivers will be furnished with a roster of all students on bus routes. The list shall be updated throughout the year by documentation submitted from the building Principal to driver to Transportation Supervisor.

Other regular activity routes (e.g., HIP, etc.) Shall be bid in the same manner as the regular bus routes.

The Board shall provide all trip chaperones with a set of guidelines, which list the chaperones duties and responsibilities.

The Board shall provide each driver of an extra trip with a roster of individuals to be transported upon the trip.

If no bus driver signs up for an extra duty trip and a substitute is not available, then the Transportation Supervisor shall be authorized to assign the least senior employee(s) on the list on a rotating basis as needed. Should such a forced assignment occur, the driver assigned shall be paid at a rate equal to one and one-half (1½) times the rate specified in this section for all hours outside the driver's regular driving time.

When extra-curricular and/or field trips require a driver to stay overnight, i.e., twenty-four (24) or more hour trips, the driver will be paid for all hours of the trip, except for an eight (8) hour deduction per twenty-four (24) hour period for sleeping. In addition, the district will pay for the driver's room and board during the extended stay.

#### 10.10 Custodians

The Board of Education agrees to attempt to hold at least one (1) custodian and custodian maintenance workshop prior to October 1 of each year along with a five (5) day training period for new custodian employees.

10.11 The Board agrees to replace regular custodians during the year, when they are absent, if personnel are available. The Board will provide locked storage areas for supplies. The Board agrees to create a full-time assistant maintenance position.

#### 10.12 Facility Usage

- A. When a school building is rented to outside groups or when the school activity is open to the public, a custodian will be on duty. Athletic practices, music practices, play practices, school club meetings, faculty meetings, curriculum meetings, summer and special Board Meetings are exempt from this requirement.
- B. Properly completed Building Use Forms shall be furnished to all necessary departments one (1) week prior to the activity date in order to permit employees (custodians and cooks) to adequately prepare the needed area(s).
- C. "Saturday School" - When it is necessary to hold "Saturday School" on campus for disciplinary purposes it shall be held at Meadowbrook High School. When the total number of students serving "Saturday School" reaches 15, there shall be a custodian on duty. If "Saturday School" is necessary at the off-campus buildings, the building custodians shall be offered the additional work.
- D. Any custodian or cook already on regular duty assignment in the building fulfills this requirement.
- E. A seniority rotation system, within the building being used, shall distribute extra-activity work amount the custodians/cooks. In the event that a "building custodian/cook" does not accept the extra work, a district-wide seniority rotation for the custodians/cooks will be utilized.

F. In all cases when a building has been used, it shall be restored to a condition suitable for occupancy by the employee on duty.

10.13 Except in cases of emergency or special events, all custodians shall have time off to attend Union meetings if they so desire. Custodians who attend said meeting shall make up the time. Prior notice for attendance at the meeting must be given to the Maintenance Supervisor and will only be denied if a substitute has to be hired.

10.14 Custodians shall work in their specific assigned building on days school is not in session, when he/she is requested to do so. He/she may be assigned duties in other buildings when emergencies or special needs arise. Custodians will not be coerced or reprimanded for unfinished work in assigned building if he/she is called to another building for reasons above.

10.15 Cooks

The Board agrees to replace cooks during the regular school year, when they are absent, if substitute personnel are available. The Board will provide locked storage areas for supplies.

10.16 Cooks shall be paid one and one-half (1½) times their regular rate of pay per hour for all time spent on extra work.

10.17 A seniority rotation system within the building being used shall distribute extra work among the cooks. In the event that "building cooks" do not accept the extra work, a district-wide seniority rotation for cooks will be utilized.

10.18 If an event requires access to kitchen facilities a cook shall also be on duty. There shall be a minimum of two (2) cooks on duty for banquets of twenty-five (25) or more.

10.19 Paraprofessionals

Paraprofessionals will be entitled to release time to attend workshops pertaining to their job duties, or in addition to any state mandated workshop, subject to prior approval of the Superintendent.

10.20 Lunchroom Monitors and Study Hall Monitors will be included in the Monitor classification. Employees hired into Bus Monitor (Aide), and Van Aide positions after July 1, 2007 will be included in the Monitor classification. Employees who were hired as Bus Monitors (Aides) and Van Aides and were provided employment contracts as such prior to July 1, 2007 will be included in the Paraprofessional classification and will remain in this classification until the employee voluntarily leaves the classification. For the purpose of seniority, monitors are classified as paraprofessionals.

10.21 Monitoring Classes

- A. Paraprofessionals will not be required to monitor or teach when a teacher is absent.
- B. Whenever possible, certificated personnel will cover classes. In an emergency, a qualified student monitor may be directed to cover a class. If a student monitor is directed to cover for a teacher, the student monitor will be compensated an additional \$6.50 per hour. To become qualified, the paraprofessional/monitor must receive the appropriate training as defined in O.R.C.
- C. Paraprofessionals will be asked to monitor in their building before offering this work to individuals from the substitute paraprofessional/monitor list whenever possible. Upon request of the paraprofessional, the building principal will provide a bona fide explanation as to why the paraprofessional was not offered this work.

10.22 Paraprofessionals will be required to report to work each day. If the employer cannot furnish work for the employee, the employee may be sent home due to "lack of work" but will receive two (2) hours reporting pay at his/her regular rate of pay or the employee can be assigned to duties within his or her classification for the entire day.

10.23 The Board agrees to pay the cost of training, including testing, necessary for employees to maintain certification in their current classification. Limitations are defined in 10.24 below shall apply to this section. Further, once the appropriate training is complete, licensing fees will also be covered by the Board. Release time shall be granted where appropriate. All training and release time are to be approved by the Superintendent.

The Board of Education agrees to pay one hundred percent (100%) of the cost for FBI/BCI background checks for all bargaining unit employees, effective July 1, 2009.

10.24 Employees who wish to further their education, in areas directly applicable to public education related career fields, shall be partially reimbursed by the Board of the cost of tuition upon successful completion (at least a C average) of such course of training.

Course work subject to this section shall be pre-approved by the Superintendent. Reimbursement shall be at the following rate:

- a. For four-year degree granting institutions: \$75 per quarter hour and \$100 per semester hour.
- b. For two-year degree granting institutions: \$50.00 per hour
- c. Each employee will have a cap of nine (9) semester hours or twelve (12) quarter hours per calendar year to be reimbursed.

Rolling Hills Local School District will pay \$50 to each employee for agreeing to 10.24a and 10.24c.

If an employee leaves the district to be employed elsewhere, or is terminated within one calendar year of receiving tuition reimbursement, the total amount of the reimbursement for the previous year will be reclaimed in the employee's final pay from the district. In the event that there is still a balance of unpaid reimbursement, the employee will be billed for the remainder of the amount.

Following the completion of course work, on a quarter by quarter or semester by semester basis, the employee agrees to remain an employee of the district in the current classification. If the employee moves to another classification, the employee shall reimburse the district for its investment in the employee. The amount of reimbursement shall decrease each year after completing the course work that the employee remains in the current classification at the rate of 25% per year. Once an Associate or Bachelor's Degree is obtained the obligation will be two years with a 50% reimbursement decrease per year.

However, if the reason for leaving the classification is beyond the control of the individual, such as a layoff or being bumped, the employee will not be required to make any reimbursement.

## **ARTICLE 11 - NO STRIKE/NO LOCKOUT**

- 11.1 Local #258 of the Ohio Association of Public School Employees and its parent organization, OAPSE/AFSCME Local 4 AFL-CIO, agrees that there shall be no strike, slow down or work stoppage sanctioned during the life of this agreement.
- 11.2 The Rolling Hills Board of Education and its designated representatives agree that there shall be no lockouts of any nature of any bargaining unit member of Local #258 OAPSE/AFSCME, AFL-CIO for the duration of this agreement.

## **ARTICLE 12 - ORGANIZATIONAL LEAVE**

- 12.1 Professional Meeting Day for OAPSE authorized delegates shall be permitted to attend two (2) OAPSE sponsored conferences or workshops without loss of pay. Notification and request is to be presented to the Local Superintendent at least three (3) work days (72 hours) in advance of the requested leave. Notification must be in writing.
- 12.2 The release of personnel to serve as official delegates shall be limited to one delegate for each fifty (50) members of the Local and the Local President for the annual OAPSE Conference. The number of days without loss of pay shall be limited to no more than a total of six (6) days annually.
- 12.3 Employees may be granted the day of the Annual District Meeting of OAPSE. Request for attendance must be given to the Local Superintendent at least three (3) days (72 hours) in advance of the requested leave. Notification must be in writing. Proof of attendance at the meeting must be presented upon return from the meeting.
- 12.4 There shall be release time for the Local President, Vice President, and Building Representative(s) or his/her designee to do Union business during working hours with the Superintendent's approval.

## **ARTICLE 13 - PARENTAL LEAVE**

- 13.1 When an employee becomes pregnant, she shall notify the principal and superintendent, at least sixty (60) days prior to her expected date of delivery or thirty (30) days prior to the expected date of commencement of her disability absence, leave, or resignation, whichever date shall come first. Such notification shall be on a form furnished by the Board. The employee shall have her doctor complete the appropriate section which will indicate the expected beginning date of disability and the approximate date of delivery. The expected beginning date of disability may be subsequently revised by submitting a written statement from her doctor to the Superintendent.

Verification of continuing disability after delivery may be required by the Superintendent, upon reasonable written notice to the employee. A form stating the reason for extension of the disability shall be completed by the employee's primary physician and given to the Superintendent prior to Board action.

- 13.2 For the purpose of this provision, disability shall be the period during which the employee is not physically or emotionally capable of performing all the duties and functions of her position. The beginning date of disability and the termination of disability shall be established by written statement of the employee's doctor.
- 13.3 A request by an employee to resume her duties shall be accompanied by a statement from her doctor certifying that she is both physically and emotionally ready to resume her duties.

Verification of continuing disability delivery may be required by the Superintendent, upon reasonable written notice to the employee.

#### **ARTICLE 14 - PERSONAL LEAVE**

- 14.1 Three (3) days of leave will be awarded annually in the first pay period of July. If an employee is hired after the July date, their awarded leave will be prorated for the year.
- 14.2 A union member will accumulate unused personal leave up to a maximum of twelve (12) days. If the number of accumulated days as indicated in July, at the time when the new leave days are awarded, the newly awarded days will be converted to sick leave. If the maximum number of accumulated sick leave days is indicated when the personal leave days are awarded, the days will be lost to the individual.
- 14.3 Notification for personal leave shall, except in cases of emergencies (emergency situation to be judged by the Administration), be made, in writing, to the immediate Supervisor, Principal or Superintendent at least three (3) work days (72 hours) in advance of the requested leave. One day of personal leave shall be granted with twenty-four (24) hours notice to the appropriate Supervisor. Leave may not be granted before or after a holiday or the first or last day of school except in an extreme emergency, or as designated in 14.4.
- 14.4 Personal leave shall be granted on an unrestricted basis with proper notice given to the appropriate supervisor.

- 14.5 Five (5) days of leave may be granted and utilized by the bargaining unit member per year. If a member needs to take more than five (5) days, the employee may be permitted to do so with permission from the Superintendent. If the five (5) day limit is exceeded without permission from the Superintendent, the leave days exceeding the five (5) will be classified as docked days. It is the member's responsibility to keep track of the number of leave days used in a fiscal year so as to not violate this section. There is no limit to the number of days of leave that may be taken in a row with permission described above.
1. All OAPSE members have the right to use a maximum of five (5) consecutive unrestricted personal days at one time.
  2. All other aspects of Personal Leave as outlined in Article 14 will still apply.
- 14.6 Accumulated personal leave shall be used as sick leave in the event sick leave is exhausted.

#### **ARTICLE 15 - SICK LEAVE**

- 15.1 Classified employees shall earn sick leave credit at a rate of 15 days per year.
- 15.2 Classified employees newly employed by the district will be credited for unused sick leave accumulated in other public employment. This shall be in keeping with the Ohio Revised Code Section 3319.141 and necessary verification by the proper public agency. First year classified employees shall be granted an advance of sick leave of five (5) days.
- 15.3 Each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against sick leave he/she subsequently earns.
- 15.4 Unused sick leave shall be accumulated to a total of 265 days.

15.5 For our purposed, immediate family shall include the following two columns:

**Column I**

Husband  
Wife  
Mother  
Father  
Step-mother  
Step-father  
Foster mother  
Foster father  
Foster child  
Brother  
Sister  
Child  
Grandchild

**Column II**

Brother-in-law  
Sister-in-law  
Mother-in-law  
Father-in-law  
Grandfather  
Grandmother  
Son-in-law  
Daughter-in-law  
Grandchild  
Uncle  
Aunt  
Niece  
Nephew  
Step-Sister  
Step-Brother

15.6 Members of the immediate family that reside in the employee's household.

Column I: For those members listed in Column I, the employee is entitled to the use of accrued sick leave in its entirety.

Column II: For those members in Column II, the employee is limited to the use of five (5) days of sick leave without approval. If more than five (5) days is needed, the employee shall make the circumstances known to the Superintendent who may approve additional use of sick leave days in five (5) day increments.

15.7 When sick leave is to be used in the event of doctor, dental or specialist appointment, prior arrangements must be made with the Supervisor.

15.8 SICK LEAVE BANK

When in the judgment of a bargaining unit member's physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother, and additional days are still needed, then he/she may request through the Superintendent that additional days be transferred from other bargaining unit members' accumulated sick leave. The Union shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from, whom, and the person receiving the transferred days. Included in the notice shall be a signed

statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. The appropriateness of an application for disability retirement will be discussed with the affected member. These additional limitations will apply to this paragraph:

- a. No bargaining unit member who begins their contract year with less than forty-five (45) days as of July 1 can donate sick leave days.
- b. Donations from bargaining unit members must be in units of one (1) day or more provided that the donor does not go below forty-five (45) days of accumulated sick leave.
- c. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
- d. If the bargaining unit member has applied for disability retirement, then the member can use the donated leave days until the disability retirement takes effect.
- e. No more days can be given than needed by the bargaining unit member to serve out the contract year, and only the contract year.
- f. The bargaining unit member must exhaust his own sick and personal leave first.
- g. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- h. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment.
- i. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Union's administration of sick leave transfer days.
- j. Prior to an employee being eligible to receive transferred days under this procedure, the employee must have exhausted any accumulated vacation leave.

- k. A maximum of one hundred twenty (120) work days per incident can be received by any employee. In extenuating circumstances, the committee may approve additional days up to a maximum of 180 (one hundred eighty) days.

## **ARTICLE 16 - VACATIONS**

Vacation schedules for all full time classified 11 and 12 month employees shall be:

- 16.1 After employment service of one (1) year, ten (10) days annual vacation shall be granted, excluding legal holidays.
- 16.2 After employment service of five (5) years, fifteen (15) days annual vacation shall be granted, excluding legal holidays.
- 16.3 After employment service of twelve (12) years, twenty (20) days annual vacation shall be granted, excluding legal holidays.
- 16.4 Years of employment service shall accrue on the anniversary date of the employee. (i.e., Mary Jones who was employed September 1, 1989 will earn one (1) year of employment credit on September 1, 1990.)
- 16.5 Nine (9) and ten (10) month bargaining unit members who transfer to eleven (11) or twelve (12) month positions shall be entitled to vacation benefits given to eleven (11) or twelve (12) month employees, according to system seniority. Nine (9) and ten (10) month employees who transfer to eleven (11) or twelve (12) month positions shall have their vacation prorated until their anniversary date of hire with the District. The proration shall be based on the amount of work days between the date the employee is awarded the position or the date the employee first works in the position, whichever is earlier, and their anniversary date divided by their new number of contractual days times the number of days of vacation for which they qualify under 16.1, 16.2, or 16.3. Employees who transfer under this provision shall not be eligible to take vacation days until their probationary and training periods are completed.
- 16.6 Employees with earned vacation of fifteen (15) days or more shall be permitted to take all of their accumulated vacation each year, five (5) days of which shall be consecutive in nature. Employees shall be supplied forms on which they shall indicate the tentative dates desired for utilization of vacation during the summer per building prior to March 1. Employees shall have until March 15 to return these forms to their respective Supervisor.

Should two (2) employees request to utilize vacation on the same days, the senior employee shall have his/her preference. The Supervisor shall post, on March 20, the tentative vacation schedule for each building. Employees who are denied the dates of their first preference, due to a seniority conflict, shall resubmit a second proposed schedule within ten (10) days of the posting. All other vacation requests must be submitted fifteen (15) days prior to the vacation.

- 16.7 Employees shall be permitted to carry over ten (10) vacation days to the next year. Employees shall not be permitted to accumulate more than the current years earned vacation benefit plus ten (10) days.
- 16.8 No more than 50% of the employees in each building who are eligible for the vacation benefit shall be permitted to utilize vacation at the same time.
- 16.9 Only under special consideration, approved by the Superintendent, shall vacation be used during the following time periods:
- One (1) week prior to the first day of school
  - The first week of school
  - The week of High School Commencement
- 16.10 Employees on vacation time are not eligible to receive extra work except as approved by administration.

#### **ARTICLE 17 - SEVERANCE PAY**

- 17.1 Severance pay upon retirement from Rolling Hills Local School District shall be in the amount of 25% of accumulated sick leave days.
- 17.1A The above referenced severance pay shall be payable to the family or estate of any bargaining unit employee who has ten (10) years employment in the Rolling Hills Local School District, who dies while said employee is still in the employ of the district.
- 17.2 In the event of having no accumulated sick leave days, one (1) day will be given at current salary.
- 17.3 Notification of retirement and application for severance pay shall be within thirty (30) days prior to the proposed date of resignation.

**ARTICLE 18 - PAID HOLIDAYS**

Classified employees shall receive the following paid holidays:

**9 and 10 Month**

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- The day after Christmas Day
- The day before New Year's Day

**11 and 12 Month**

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Working day prior to Christmas
- Christmas Day
- The day after Christmas Day
- The day before New Year's Day

Employees who work less than five (5) total hours per day shall receive the following days, in addition to those days listed above, as paid holidays:

**Last work day of the school year** (The Superintendent will speak with supervisors about only bringing in employees if they have work that needs to be completed. The employee can leave after the work is completed. The employee must have clearance from their supervisor before they can leave for summer vacation.)

**Parent/Teacher Conference Days**

**Fair Day**

**ARTICLE 19 - DAYS WHEN SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS AND/OR OTHER EMERGENCIES**

- 19.1 All employees (excluding substitutes) shall be paid at their appropriate rate of pay when schools are closed due to weather conditions and/or other emergencies not to exceed five (5) days each year.
- 19.2 Employees who perform duties during a two-hour delay, which becomes a day when school is canceled, will receive comp time for the time involved. Any employee required to work will receive comp time for actual hours worked. The comp time can be used any day that students are not present. The comp time will be approved and recorded by the supervisor. Time for time, no overtime will be paid.

Any employee that is required to work one of the first five days school is closed due to weather will receive a comp day to be used. The comp time can be used any day that students are not present. The comp time will be approved and recorded by the supervisor. Time for time, no overtime will be paid.

- 19.3 No employee shall be required to work on any day which has been declared a Level 3 emergency by the Guernsey County Sheriff, the Sheriff of the employee's county of residence, or the State of Ohio. Should an employee choose to utilize a day which is subject to the incentive plan designated in Article 36, the use of this day shall not diminish the employee's incentive pay.

## **ARTICLE 20 - LABOR MANAGEMENT COMMITTEE**

- 20.1 The Board and its designated representatives and the Union or its representatives agree to meet and discuss with the other concerning issues of mutual concern, provided however that the issues are not provided or administered within policy adopted by the Board.
- 20.2 The Committee shall be made up of not more than six (6) OAPSE Local Members and not more than six (6) members representing the Board.
- 20.3 Such meetings shall be held upon request after the exchange of an agenda by the party requesting the meeting.
- 20.4 Meetings shall be held at agreed times and places and shall not exceed one (1) hour unless both parties agree to extend the meeting time.
- 20.5 The number of meetings held in any school year shall be limited to twelve (12) meetings.

## **ARTICLE 21 - SAFETY COMMITTEE**

- 21.1 The Board and the Union agree to establish a Safety Committee consisting of up to four (4) non-bargaining unit members appointed by the Board and four (4) bargaining unit members appointed by the President of the Local Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Board and to encourage all employees to follow said procedures. The joint Safety Committee shall meet at least once a month or upon request if an emergency arises.
- 21.2 When work place engineering and/or work practice controls fail to adequately protect employees from safety hazards or reduce hazards to an acceptable level, the Board will provide personal protective equipment.

## **ARTICLE 22 - DISCIPLINARY ACTION**

### Disciplinary Procedures

The following are guidelines for progressive disciplinary action which shall be used for employee job performance deficiencies and/or unacceptable employee conduct, standards or practice:

#### Step 1 - Warning

Written and/or oral notification to the employee. If written, the document shall be placed in the immediate supervisor's file, with a copy to the employee.

#### Step 2 - Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

#### Step 3 - Suspension

Penalty of one (1) day suspension with loss of pay may be given with the approval of the Superintendent. A copy of the suspension goes to the immediate supervisor, personnel file and the employee.

#### Step 4 - Five Day Suspension

Penalty of up to five (5) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and the employee.

#### Step 5 - Termination of employment contract

Written copy to the immediate supervisor, personnel file, Board of Education and employee. Termination shall be by the Superintendent.

Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent or his designee at any step. All discipline will be for just cause. Twenty-four (24) months following the issuance of a written reprimand the employee may request that the Superintendent and he/she review the employee's job performance. If the performance has shown correction of the area for which the reprimand was given, the reprimand shall be removed from the employee's personnel file. OAPSE Representative will be available on the request of the employee.

Appeal of discipline shall be done through the grievance procedure. If an employee receives three (3) or more written reprimands within any twelve (12) month period, or any discipline more stringent than a written reprimand, he/she shall be entitled to appeal said disciplinary action through the grievance procedure in Article 29.

This Article shall supersede the rights granted to employees under Section 3319 of the Ohio Revised Code.

Nothing herein shall preclude the Administration from determining what is an offense for purposed of discipline.

#### **ARTICLE 23 - SUB CONTRACTING CLAUSE**

No bargaining unit work shall be performed by managerial Personnel, Substitutes, Temporary, Casual Employees and/or Volunteers, to reduce the hours, classification(s) and/or to lay off any bargaining unit members.

#### **ARTICLE 24 - JOB DESCRIPTIONS**

The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

#### **ARTICLE 25 - PERSONNEL FILES**

- 25.1 A bargaining unit member shall be notified in writing before any evaluation or personnel action is placed in his/her personnel file and shall be provided a copy of the same. The employee shall have the right to attach a written response to such document.
- 25.2 Upon request, bargaining unit members have the right to inspect their file and receive copies of the documents (letters, reprimands, evaluations, etc.), not to exceed one (1) copy per document. The employee shall also have the right to have a Union representative of his/her choice present at that time.
- 25.3 The employee must have knowledge of any information placed in his/her file and the employee must be offered the opportunity to sign and date that information. Refusal of an employee to sign and/or date a document does not preclude the document from being placed in the file.
- 25.4 The Board or its representative shall take no action to coerce, censor, and/or penalize in any way employees for exercising their rights under this Section.

- 25.5 When an employee signs an evaluation, reprimand, letter and/or any other document, it shall not constitute that he/she agrees with the contents and/or statements made.

## **ARTICLE 26 - SENIORITY AND BID PROCEDURES**

- 26.1 Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education from the latest date of hire. Authorized leaves of absence and time on the layoff recall list shall not constitute an interruption of continuous service. Date of hire shall be defined as the date the employee actually began work as a member of the bargaining unit. Should two or more employees begin work on the same date, the date of the Board meeting when hired will be used to break the tie. If a tie exists, it will be broken using the alphabetical order of the employee's last names. If situation pertains to current employee vs. new hire; current employee will have more classification seniority than new hire.
- 26.2 The Union shall be provided the current seniority list of all employees contained in the bargaining unit within a reasonable time after a written request is made.
- 26.3 Each month, upon request, the Board will inform OAPSE (President, Union, or Local) of personnel changes which will affect the seniority list.
- 26.4 All buildings, owned and operated by the Board of Education and staffed by school employees, shall be posted with "Bid Notice procedures" in an open area accessible to all employees covered by the bargaining unit.
- 26.5 The administration shall have fifteen (15) days to determine if a vacancy exists. When the administration determines that a vacancy or new bargaining unit position exists, such vacancy or position shall be posted for a minimum of five (5) work days. Employees desiring the vacancy shall submit their bid to the administrator announcing the vacancy within this five working day posting period. Employees will be notified of job openings during summer recess by district email, the one call system and by notifying the Union President. The vacancy or new position shall be filled within ten (10) days of the last day of posting.
- 26.6 The Board has the right to determine the qualifications required for all classifications.
- 26.7 All vacancies shall be posted and will set forth the location, classification, time schedule, salary range, job description, and qualifications. The employer agrees to notify the Union when vacancies occur by providing the President with a copy of all positions posted.

26.8 When a vacancy or new position is posted all employees shall have the right to bid. Employees within the classification, where the vacancy exists, shall be entitled to the vacant position based upon seniority as an active member of that classification (classification seniority). When no employee bids from the classification where the position exists, then the most senior qualified employee system-wide that bids shall be awarded the position. Employees who bid into a classification from a different classification shall be placed on the seniority list for that classification in the following manner:

1. Employees who have previously worked in the classification shall be placed on the seniority list for that classification based upon their past years of service in the classification.
2. Employees who have not previously worked in the classification shall be placed at the bottom of the seniority list for that classification.

26.9 Should the time worked by a position be increased by thirty (30) minutes or more per day, the position shall be posted and bid in accordance with the provisions of this Article. Should an employee, other than the individual who held the position prior to the increase successfully bid the position, the position he/she held prior to the increase shall be likewise posted and bid. Only employees who hold a position within the classification at the time of the increase shall have the ability to move to the increased position, or positions which become vacant due to the provisions of this Section.

Conversely, should the time worked by a position be decreased by thirty (30) minutes or more, the employee who holds the decreased position may displace (bump) any less senior employee in the classification. Any employee displaced as a result of this bumping process shall, in turn, be granted bumping rights to positions within the affected classification. If the employee loses benefits due to a decrease in time, the employee holding the position may displace any less senior employee currently working outside the classification based on system seniority if he/she chooses. Employees bumping outside of their current classification must be qualified based on the minimum qualification as listed on the job description for the position. Any employee displaced as a result of this bumping process, shall in turn, be granted bumping rights to the position within the affected classification.

26.10 An employee may bid upon a second position in the bargaining unit (while retaining his/her current position) provided that the second position does not conflict with the first position nor provide a work schedule which regularly requires the employee to work more than eight (8) hours per day.

- 26.11 Employees will receive a courtesy notice of non-teaching coaching/advisor position openings. If no teacher is awarded the position, a classified employee, if qualified, shall be awarded the position prior to hiring a non-certified outsider.

## **ARTICLE 27 - LEAVES OF ABSENCE**

- 27.1 Employees shall, under conditions specified herein, be granted leaves of absence for the following purposes: illness, maternity, disability, dependent care, and military service and may be granted for education purposes (limited to work toward an associate's, bachelor's or master's degree).
- 27.2 Leaves of absence shall be authorized only the Board of Education upon the recommendation of Superintendent and with the provisions of the Ohio Revised Code governing such leaves.
- 27.3 Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of the contract by the employee.
- 27.4 Employees on authorized leaves of absence shall be considered as maintaining the characteristics of continuity of service, provided such leaves do not total more than two (2) years.
- 27.5 Application for leave of absence shall be made by employee. The application shall be made in writing to the Superintendent at least five (5) work days prior to the next regular Board meeting.
- 27.6 Reinstatement - In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave.
- 27.7 All employees covered under this agreement are protected under the State Workers Compensation Act of Ohio. All injuries incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Workers Compensation.

SERS Disability has a term of five (5) years that an employee can return to their position of employment, during the employee's term of absence the position may be bid temporary to the bargaining unit with the understanding that if an when the employee comes back to work that they shall return to their prior position if available, otherwise, to a similar position in the same classification. This process will be done through the bid procedure.

- 27.8 Vacancies created due to an employee's leave of absence shall be posted and filled in accordance with the provisions of Article 26. Should the employee return from the leave of absence, the employee who was the successful bidder to fill this position shall return, to his/her previous position. Similarly, those employees who are filling positions created by the move of an employee to temporarily fill another vacancy caused by the filling of the position created due to the leave of absence shall return to their previous position. However, should the employee not return from the leave of absence, the position will not be rebid and will be assigned to the employee who was the successful bidder to fill the temporary vacancy on a permanent basis. This shall also apply to those positions filled by other employees who fill other vacancies created due to this process.

## **ARTICLE 28 - REDUCTION IN FORCE**

In the event it becomes necessary to reduce classified staff due to abolishment of positions, lack of funds, more efficient operation of the school district, lack of work or building closure, the following procedure shall govern such reduction.

- 28.1 Prior to the Board instituting such reductions in the classified staff, the Administration shall meet with the President of the Union and the Field Representative to discuss these reductions.
- 28.2 The number of employees affected by the reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position.
- 28.3 Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority, with least senior employee laid off first. Seniority is defined in Section 26.1 of this Agreement (Seniority and Bid Procedures).
- 28.4 The following classification shall be used for the purpose of determining bumping rights in the event of layoff:

- Paraprofessionals
- Bus Drivers
- Custodial
- Food Service
- Maintenance
- Mechanic

This is not the order in which a reduction in force will occur.

- 28.5 The Board of Education shall, upon the recommendation of the Superintendent, determine in which classification the layoff should occur and the number of employees to be laid off.
- 28.6 The Board of Education shall prepare and give to each employee in the affected classification(s) and the Local President, a list containing the names, seniority dates, and classifications, number of work hours, location, and indicate which employees are to be laid off. This list shall be sent to the classification employees and the Local President at least thirty (30) calendar days prior to a layoff. Each employee to be laid off shall be given at least thirty (30) calendar days advance written notice of the layoff. Each notice of layoff shall state the following:
- a. Reasons for the layoff or reduction
  - b. The effective date of the layoff.
  - c. A statement advising the employee of their rights or reinstatement from the layoff.
- 28.7 Any employee affected by such a reduction or an abolishment by layoff or bumping, shall be granted bumping rights. Bumping may be exercised on the basis of seniority. Any employee affected by such a reduction may displace (bump) any less senior employee, if qualified. The most senior employees who are desirous of bumping into a new classification series cannot bump any other employee who has greater seniority. All state requirements must be met satisfactorily for the position in question as a qualifying condition of employment. This does not imply that the state requirements are all inclusive as a qualifying condition of employment. Bumping rights do not include a probationary period or training period.
- 28.8 An employee shall be paid the rate of the position to which he/she is bumped. The employee will be placed on a pay step equal to their years of system seniority.
- a. In a reduction in force (RIF) the employee's system-wide seniority date is used to determine bumping rights and placement on the system-wide and classification seniority lists.
- 28.9 The Board of Education shall prepare a reinstatement list. Laid off employees shall be placed on the reinstatement list in the order of seniority.
- 28.10 It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc.

- 28.11 Vacancies which occur shall be offered to the employee in writing or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. The employee shall be notified by registered or certified mail addressed to the classified employee's last known address. The employee shall have ten (10) calendar days from the date of receipt in which to respond. Any employee who declines reinstatement shall no longer be considered for recall to the classification of the declined position.
- 28.12 The employee's name shall remain on the appropriate reinstatement list for a maximum of two (2) years from the effective date of layoff.
- 28.13 Employees displaced due to the inability to comply with changes in the certification required of the classification in which they are employed will be placed on the layoff reinstatement list wherever their seniority carries them.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

- 29.1 For the purpose of this procedure a grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Negotiated Agreement between the Board of Education and the Union. If a matter or issue is specifically excluded from the grievance procedure by a provision in this collective bargaining agreement, then such matter or issue shall not be grievable herein.
- 29.2 Any member(s) of OAPSE/AFSCME, ALF-CIO #258 and/or the Local President on behalf of the Bargaining Unit Member(s) shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.

### Informal Hearing

In order for an alleged grievance to receive consideration under this procedure, the Grievant must identify the alleged grievance to his/her Supervisor in an informal discussion with ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days from the time the Grievant should have reasonably become aware of the grievance. The Supervisor shall investigate and respond to the grievant within five (5) working days following the meeting date.

### Step 1 - Written Procedure

If the Grievant is not satisfied with the response of the Supervisor, the Grievant shall reduce the grievance to writing and the Supervisor shall reduce the response to writing within five (5) working days of the Supervisor's verbal response in the Informal Hearing. The Supervisor's signature on the written grievance form shall indicate that the informal discussion has taken place.

## Step 2 - Appeal

The employee may appeal the Supervisor's decision to the Superintendent of Schools within five (5) work days from the date on the Supervisor's written response. The appeal must be in writing. The Superintendent shall request a report on the grievance from the Supervisor and shall confer with the employee, and Union Representative if desired, and attempt to resolve the matter within 10 working days of the receipt of the grievance. Within 20 working days of receipt of the grievance, the Superintendent shall communicate his decision, in writing, to the employee and the supervisor. If the grievance is not satisfactorily resolved by the Superintendent, the employee may proceed to the next step of the grievance procedure within fifteen (15) working days.

## Step 3 - OAPSE Consideration

The OAPSE President shall appoint a committee of five (5) to oversee a grievance pending arbitration. The OAPSE Local President shall be chairman of the committee.

## Step 4 - Arbitration

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 3, the employee or his designated Union Representative shall have the right to appeal the dispute to an impartial Arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the meeting provided in Step 2; by filing a notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the Administration's representative. 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 case of alleged violation outlined in Article 29, paragraph 1, of this Agreement. He shall have no power to establish salary schedule or change salary schedules.

The Arbitrator shall have no power to alter, or change, modify, and/or delete any provision and/or section of this existing Agreement.

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Union. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that the hearing is during a witnesses regular hours of employment.

The decision of the Arbitrator shall be final and binding on both parties.

### Grievance Forms

The grievance form shall be developed cooperatively between representatives of the Board of Education and representatives of the Union.

Any grievance must be filed on the authorized grievance form agreed between the parties of this Agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administrations' last answer.

Any grievance not answered by the Administration within the time limit in that step shall be forwarded to the next step.

Time limits may be extended by the Administration and the Union, in writing; then the new date shall prevail.

The agreed grievance form shall be made available to any employee requesting such, either through his Supervisor or Union Representative. Work day is defined for the purpose of this section as any day in which the Board office is open and is not a holiday under the negotiated agreement.

## **ARTICLE 30 - FRINGE BENEFITS**

### **A. INSURANCE**

#### **1. Health Insurance**

- a. Paid by the Board of Education, 90% of the single premium and 90% of the family premium (Self-Funded Plans) or equivalent major National Carrier for employees hired before July 1, 2015. Usual, customary and reasonable for those requesting this coverage (substitute employees excluded). The coverage shall be that in effect as of July 1, 2002. The Board shall pay 85% of the single premium and 85% of the family premium for employees hired on or after July 1, 2015 for the same insurance coverage as listed in this Article.
- b. Further, the Board of Education agrees not to reopen negotiations on Health Insurance in the future unless mutually agreed by the parties. The Board shall have the authority to change insurance carriers during the term of this agreement as long as coverages are not changed.

- c. The schedule of Benefits shall be contained in the Employee Health.

Insurance Benefits Handbook and health insurance policy between the Board and the Insurance company on file in the Treasurer's office effective July 1, 2002. Benefits shall be defined as those that are contained in the Handbook and in the policy in effect as of July 1, 2002. A copy of the Health Insurance Benefits Handbook shall be distributed to all members of the bargaining unit within thirty (30) days of the signing of the contract. A copy of the complete health insurance policy shall be furnished to the Union President at his/her request. The Insurance Committee shall review the health insurance policy at least annually or as needed and make recommendations for changes. All changes shall be made by the mutual agreement of the Board and the Union.

**Co-Insurance**

Single 10% up to \$300

Family 10% up to \$500

**Deductibles - Employees hired before July 1, 2015**

Effective July 1, 2105	Single Coverage \$650.00 Deductible
Effective July 1, 2015	Family Coverage \$1,300.00 Deductible
Effective July 1, 2016	Single Coverage \$750.00 Deductible
Effective July 1, 2016	Family Coverage \$1,500.00 Deductible

**Deductibles - Employees hired after July 1, 2105**

Effective July 1, 2015	Single Coverage \$1,000.00 Deductible
Effective July 1, 2015	Family Coverage \$2,000.00 Deductible

- d. Effective July 1, 2002, and thereafter, all newly hired employees who regularly work twenty-five (25) hours or less per week, except bus drivers, shall not be eligible for the paid fringe benefits described herein. Classified employees employed by the school district on February 1, 1995, shall retain their fringe benefits provided herein unless the employee's employment is severed due to resignation, retirement, refusal to return, to work, expiration of recall rights as stated in Article 28 or if the employee

bids into a part-time position without benefits.

Employees who have severed their employment for the above reasons, are laid off, or are on an approved unpaid leave under this contract (not FMLA); can only retain fringe benefits through C.O.B.R.A. The Board agrees that, should an existing bargaining unit position (existing on 1/1/95) be vacated by an existing employee; the position shall not be split to avoid payment of fringe benefits as stated herein.

2. Life Insurance

Paid by the Board of Education 100% of the premium of Life, Accidental Death and Dismemberment Insurance in the amount of \$50,000 for the life of the contract. The employee may elect to purchase an additional \$50,000 of insurance at Board cost, if the carrier allows said purchase.

3. Dental Insurance

Paid by the Board of Education 90% of the premium of the Dental Insurance Plan.

The Plan shall provide benefits to employees at a level equal to or higher than the Dental Plan in effect July 1, 2002.

4. Prescription Drugs

**Employees hired before July 1, 2105**

The Board of Education shall furnish \$5.00 (generic) and 10% up to a maximum of \$22.50 for deductible for brand name prescription drugs, for those who request them, beginning July 1, 2015. The Board will pay 90% of the premium.

**Employees hired after July 1, 2105**

The Board of Education shall furnish \$5.00 (generic) and 10% up to a maximum of \$30.00 for deductible for brand name prescription drugs, for those who request them, beginning July 1, 2015. The Board will pay 90% of the premium.

5. Vision Insurance

a. The Board of Education shall furnish and pay 90% of the premium for vision coverage for all eligible employees.

- b. This plan will provide the same coverage as the vision plan provided to RHEA and the administrative staff.
  - c. Employees who elect to take Health Insurance will be covered by vision coverage.
  - d. The Board of Education agrees to fund this coverage only in those years in which the actual increase in health insurance premiums is less than the RHBOE Treasurer's projected increase in health insurance premiums by an amount which is equal to or greater than the District's portion of the vision insurance premium.
6. A Drug Testing Policy for all employees will be implemented. This policy will be the same as the teachers.

**B. TAX SHELTERED ANNUITIES**

The Board of Education shall, at no cost to the employee, provided no cost is charged to the district, continue deductions necessary to classified employees for participation in tax sheltered annuities. The Board of Education shall not incur any expense, other than clerical for this service. Additional deductions, other than those specifically agreed to by this agreement, can be initiated by the employee.

**C. INSURANCE COMMITTEE**

- 1. The Board and the Union mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, the Treasurer of the Board, and three (3) Union members; (all selected by the Local Union President), and the Local Union President.
- 2. The committee members shall be named no later than September 30, annually. The committee shall meet a minimum of two (2) times in the spring when insurance renewal notices are sent, but may meet as many times as the committee feels is necessary throughout the year.
- 3. Any report from the committee shall be released to all members of the Board and the Union.

**ARTICLE 31 - MISCELLANEOUS PROVISIONS**

- 31.1 Each employee shall be issued a non-transferable pass which permits the employee and/or one guest to attend, free of charge, all student activities, including athletic events. No more than one *pass* shall be issued to each employee household. Such admission would not include the cost of meals.

- 31.2 An employee under contract who has worked at least one hundred twenty (120) days shall be placed on the next step of the salary schedule for the next ensuing year.
- 31.3 Paychecks will be issued on alternate Fridays effective with the starting date of each employee's contract. If a payday falls on a holiday, the employee will be paid on the preceding Thursday.
- 31.4 Employee may have the following deductions:
- a. City Taxes
  - b. Dues/Fees
  - c. Annuities/Tax Shelters
  - d. Insurance/Fringe benefits to contributions
  - e. PEOPLE
  - f. Credit Union
- 31.5 Anytime there is a change or adjustment shown on a pay, an explanation shall be included with the paycheck.
- 31.6 When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).
- 31.7 In years that have more than two hundred sixty (260) work days for twelve month employees, the employees shall work and be compensated.
- 31.8 Bargaining unit members who transfer through the Bidding (classification seniority) or Bumping (system-wide seniority) process to a position in another classification; shall be placed upon the step of the salary schedule for the new classification according to system seniority. This section is for pay purposes only and shall not affect classification seniority for bidding or bumping purposes.
- 31.9 SERS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Rolling Hills Local School District herewith agrees with OAPSE to pick up, utilizing the salary reduction method, contributions to the State Employees Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions. The amount to be "picked-up" on behalf of each employee shall be the percent so

indicated by SERS regulations of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only. The pick-up shall be uniformly applied to all members of the bargaining unit. The pickup shall remain effective and shall apply to all compensation including supplemental earnings thereafter.

Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract). Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. If the foregoing "pickup" provision is nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

- 31.10 Employees will be granted release time with continuity of pay in order to serve as a court juror or when required, by subpoena, to serve as a witness in court. This section does not apply when the employee is a principal in the action before the court unless such action is work-related.
- 31.11 Any bargaining unit employee asked to fill in for an administrator or supervisor shall be compensated at the administrator or supervisor's rate of pay.

## **ARTICLE 32 - OVERTIME**

The Board of Education shall grant overtime in the following manner:

- 32.1 Except in cases of emergency, reasonable notification, defined as five (5) working days, of a change in the work schedule, should be given to the employee by the Supervisor.
- 32.2 The Board shall pay for overtime worked at the rate of time and one-half for all hours over forty (40) worked in any week. When computing hours worked, contractual holidays, professional days, and calamity days shall count as regular work day. Overtime calculations shall be prescribed in F.L.S.A. and this article.
- 32.3 Whenever an employee is required to perform work in another classification, he/she shall be paid as follows:
  - a. If the job is in a higher paid classification, he/she shall receive the rate for the higher classification at the lowest step of the higher classification

which provides a rate greater than the rate which the employee is currently earning.

- b. If the job is not in a higher paid classification, he/she shall receive his/her regular rate of pay.
- c. This provision shall not apply to those employees working relative to Article 39 concerning seasonal, temporary, or part-time work at the end of this agreement, who work less than fourteen (14) weeks, when working on a seasonal basis or less than thirty (30) days, when working on a temporary basis, unless the employee is filling in for another employee.

- 32.4 A shift differential of \$.11 per hour for custodians and maintenance employees working the second shift (beginning after noon) shall be added to the employee's hourly rate. A shift differential of \$.16 per hour for custodians and maintenance employees working the third shift (beginning after 6:00 p.m.) shall be added to the employee's hourly rate.

### **ARTICLE 33 - BUS/VAN AIDES/MONITORS**

The Board of Education may place bus/van aides on bus/van routes to assist driver in maintaining order, when requested by drivers and deemed necessary by Supervisor and Administrators. Monitors/Aides shall have authority to report uncontrollable students, using standard disciplinary forms.

### **ARTICLE 34 - PROBATIONARY PERIOD**

- 34.1 The provision of O.R.C. 33193.081 shall not apply to the employment of classified employees. An employee shall be granted a continuing contract after an employee has successfully served a "probationary" period of (1) year from the employee's first day of work. During the probationary period the employee shall not have an expectancy of continued employment and may be removed for any (or no) reason and shall not be entitled to appeal under the grievance procedure.
- 34.2 A classified employee changing classification shall be subject to a five (5) working days probationary status in the new position. A classified employee within a classification shall be subject to a three (3) working days probationary status in the new position. There shall be a mandatory evaluation, with suggestions for areas of improvement, after three (3) working days. During this probationary period the Administration and/or employee may initiate a transfer to his/her previous position. If the Administration transfers an employee to his/her previous position, an exit interview with the Superintendent shall be given to the employee. If an employee elects to return to their previous position they shall give reasons to the Superintendent in writing and there shall be an exit interview.

All newly hired employees and employees changing classifications shall receive a five (5) working day training period. This training period shall be in addition to

the probationary period. A substitute shall be utilized during the training and probationary periods.

If the employee, the Supervisor, and the Union President agree in writing, the training period can be waived.

### **ARTICLE 35 - DRIVER TESTING**

- 35.1. The employer will provide the means to those employees that elect to participate to acquire knowledge necessary to pass the commercial driver's license exam. The training shall be at the employer's expense.
- 35.2 In the event an employee is not successful in passing the commercial driver's license exam, the employer will make a good faith effort to temporarily place the employee in another position until such time that the employee passes the knowledge exam. Said placement shall be pursuant to sub-section 28.8. If no opening is available the employee shall be laid off.
- 35.3 All license and testing fees will be paid by the employer; however, this shall be limited to \$35.00 or current fee for the driving skills test and an additional \$35.00 or current fee for the initial and/or renewal employee's Commercial Drivers License.
- 35.4 All employees will be granted time off with pay to take the knowledge test and driving test if required by federal or state law.
- 35.5 Drivers will be compensated at their hourly rate for all time required for classes/training concerning re-certification.

### **ARTICLE 36 - INCENTIVE PAY**

- 36.1 Classified personnel will be entitled to five hundred dollars (\$500). For every day of sick leave or personal leave used by the member during the year, the payment shall be reduced by \$100 per day.
- 36.2 Payment will be made on the 2<sup>nd</sup> pay in July.
- 36.3 Prorated for employees hired during the year.
- 36.4 Days not worked by an employee due to a work-related injury or an injury compensated by Worker's Compensation for the seven day waiting period, shall not reduce the amount of an employee's incentive pay described herein unless the injury is found to have been due to negligence on the part of the employee.

- 36.5 Days not worked by an employee due to being sent home, or told to remain at home, due to the employer's inability to furnish work for the employee on that day shall not reduce the amount of the employee's incentive pay described herein.

#### **ARTICLE 37 - UNION DUES DEDUCTION/FAIR SHARE FEE**

- 37.1 The Board shall assume no obligation, financial or otherwise, arising out of the payroll deduction of Union dues. The Union shall hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with this Article.
- 37.2 The Administration agrees to deduct dues, fees, and assessments from the pay of Employees. Deduction shall begin with the first pay in September and be deducted over a twelve (12) month period, consisting of twenty-six (26) equal deductions. Dues/fees shall be sent, within ten (10) days of the date deductions are made, to the Ohio Association of Public School Employees State Treasurer along with a list showing the names of employees and the amount deducted. Withdrawals from membership shall be accepted by the Administration and the Union during the last ten (10) days of August only. Deductions for new or rehired employees shall become effective upon the effective date of the employee's authorization card.
- 37.3 The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions and demands by any employee arising from the deduction of dues, fees, and assessments made pursuant to this Article and to defend the Employer in any such claims, actions and demands through attorneys selected by the Union. The Employer agrees to accept the attorneys selected by the Union for the defense of claims, actions and demands by any employee arising under this Article. The Union represents to the Board that an internal rebate procedure has been established and is in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- 37.4 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## FAIR SHARE FEE

1. Sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that a written authorization for deduction of fair share fees is not required.
2. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions and demands by any employee arising from the deduction of fair share fees made by the Employer pursuant to this Article and to defend the Employer in any such claims, actions and demands through attorneys selected by the Union. The Employer agrees to accept the attorneys selected by the Union for the defense of claims, actions and demands by any employees arising under this Article.

## ARTICLE 38 - AGREEMENTS

The cost of printing the agreement shall be divided equally by the Board and OAPSE.

## ARTICLE 39 - SHORT HOUR WORK

Recognizing that it may be necessary on an "as needed basis" to employ additional personnel to help perform seasonal, temporary, or part-time work, such additional personnel shall be short hour employees who are represented by the bargaining unit.

These positions shall have duration of up to fourteen (14) weeks in a fiscal year in circumstances in which a specific project would need more than the fourteen (14) weeks, the District and the Union may mutually agree to extend the time limits extenuating circumstances will be considered.

No bargaining unit employee shall have his/her regular, normal working hours reduced by using seasonal, temporary, or part-time employees.

Overtime shall be distributed to bargaining unit employees prior to the use of managerial personnel, substitutes, temporary/casual employees, and/or volunteers.

Short hour work shall be distributed on a seniority rotation basis.

Short hour calling shall be the responsibility of a designated supervisor.

## ARTICLE 40 - FAMILY AND MEDICAL LEAVE

- A. In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) workweeks on unpaid leave during any twelve (12) month period for the following reasons:
1. Because of the birth of a son or daughter of the employee and in order to care of such son or daughter;
  2. Because of the placement of a son or daughter with the employee for adoption or foster care;
  3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
  4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

- B. There shall be no "stacking" of twelve (12) week leave periods under FMLA for an employee within a twelve (12) month period.
- C. If an employee is granted an unpaid leave under the terms of this agreement for any of the purposes contained in Section A. 1-4 herein, such leave time shall be counted against the employee's FMLA entitlement.
- D. Bargaining unit members must give the Board at least a thirty (30) days notice, except as specified otherwise in other provisions of this collective bargaining agreement, or as much notice as is practicable in foreseeable situations.
- E. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he/she will take they may not switch to another leave without Board approval.

- F. Medical certification may be required to substantiate leave for reason number four (4) stated above with the Board having the option of requiring second and third opinions. Certification shall include the following:
1. the date the condition began
  2. the probable duration of the condition;
  3. appropriate medical facts regarding the condition and necessity for the leave; and
  4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- G. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements of Federal Law and the provisions of this agreement have been satisfied.
- H. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control. Health insurance benefits may be continued beyond the twelve (12) week entitlement in accord with the C.O.B.R.A. law unless the terms of this agreement provide otherwise.
- I. Any employee on FMLA leave shall pay his/her portion of the insurance premium on or before the 20<sup>th</sup> of the month (i.e., June 1 payment due to Treasurer on or before May 20). Method of payment shall be direct cash payment to the Treasurer.
- J. For the purpose of this article, the following definitions shall apply:
1. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

2. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per workday, of a bargaining unit member.
- K. The Board agrees that no provision of this agreement shall deny an employee any benefit granted by the Family and Medical Leave Act of 1993 nor shall provisions of the FMLA be used to deny an employee of any benefit granted by this agreement. The employee may elect the type of leave he/she wishes to take.

#### **ARTICLE 41 - UNION RIGHTS**

- 41.1 Employees who are required to use their own vehicle as part of their job, who are assigned to more than one (1) building during the course of one (1) school day, shall be compensated for mileage at the rate as determined annually by the Internal Revenue Service. Policy No. 4440 will be followed and enforced.
- 41.2 A school calendar shall be adopted by the Board of Education after a committee of, OAPSE has had an opportunity to work cooperatively with the Administration in its makeup.
- 41.3 The Union Representative shall have the right to use the school building for Union business at all reasonable hours for meetings upon twenty-four (24) hours notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.

The Union shall have the right to use school facilities and equipment for Union business upon approval of the Superintendent, when such equipment is not otherwise in use the Union shall pay for reasonable cost of all materials and supplies incidental to such use.

Should any equipment be damaged on the part of the Union, it will pay for repairs.

- 41.4 Beginning January 16, 2007, all employees working five (5) hours or more shall have a thirty (30) minute paid lunch period. The Administrator in charge shall have the time for lunch periods. If an employee's lunch period is interrupted, due to an emergency situation, by the Administrator in charge, the employee will reschedule his lunch period so he will have a total of thirty (30) minutes. If an employee chooses to leave his work location during lunch period, he shall report to his immediate Supervisor in advance of departure.

**ARTICLE 42 - BREAK PERIODS**

- 42.1 Seven (7) and eight (8) hour employees are entitled to a ten (10) minute break period at the middle of each half shift worked. This break is to be taken at the place of work.
- 42.2 Employees working four (4) to six (6) consecutive hours daily will be eligible for one (1) ten (10) minute break for which they will be paid. This break is to be taken at the place of work.

**ARTICLE 43 - WAGES**

43.1 OAPSE Wage Schedule

Year 1 - 3%  
Year 2 - 3%

One time payment, separate check, taxed as bonus, does not count towards retirement - \$850.00 (which includes the \$50.00 for the tuition money).

All OAPSE members will be required to enroll in direct deposit by July 1, 2015.

A Memorandum of Understanding will be agreed to by both parties for Central Office mowing.

A Memorandum of Understanding will be agreed to by both parties that will offer the first call for work to the Groundskeeper during the time that the Groundskeeper is off.

**OAPSE WAGE SCHEDULE**

**Maintenance/Buildings, Bus Mechanic, Bus Drivers**

	Effective Effective	
	7/1/2015	7/1/2016
<b>Step 1</b>	\$15.22	\$15.68
<b>Step 2</b>	\$15.34	\$15.80
<b>Step 3</b>	\$15.45	\$15.91
<b>Step 4</b>	\$15.57	\$16.04
<b>Step 5</b>	\$15.68	\$16.15
<b>Step 8</b>	\$15.80	\$16.27
<b>Step 10</b>	\$15.91	\$16.39
<b>Step 16</b>	\$16.03	\$16.51

**Assistant Maintenance/Buildings, Assistant Bus Mechanic**

	<b>Effective Effective</b>	
	<b>7/1/2015</b>	<b>7/1/2016</b>
<b>Step 1</b>	\$13.49	\$13.90
<b>Step 2</b>	\$13.63	\$14.04
<b>Step 3</b>	\$13.73	\$14.14
<b>Step 4</b>	\$13.84	\$14.26
<b>Step 5</b>	\$13.96	\$14.38
<b>Step 8</b>	\$14.08	\$14.50
<b>Step 10</b>	\$14.18	\$14.61
<b>Step 16</b>	\$14.30	\$14.73

**Cooks**

	<b>Effective Effective</b>	
	<b>7/1/2015</b>	<b>7/1/2016</b>
<b>Step 1</b>	\$12.95	\$13.34
<b>Step 2</b>	\$13.05	\$13.44
<b>Step 3</b>	\$13.16	\$13.56
<b>Step 4</b>	\$13.29	\$13.69
<b>Step 5</b>	\$13.40	\$13.80
<b>Step 8</b>	\$13.50	\$13.91
<b>Step 10</b>	\$13.64	\$14.05
<b>Step 16</b>	\$13.74	\$14.15

**Custodians & Food/Van Driver**

	<b>Effective Effective</b>	
	<b>7/1/2015</b>	<b>7/1/2016</b>
<b>Step 1</b>	\$12.95	\$13.34
<b>Step 2</b>	\$13.05	\$13.44
<b>Step 3</b>	\$13.16	\$13.56
<b>Step 4</b>	\$13.29	\$13.69
<b>Step 5</b>	\$13.40	\$13.80
<b>Step 8</b>	\$13.50	\$13.91
<b>Step 10</b>	\$13.64	\$14.05
<b>Step 16</b>	\$13.74	\$14.15

**Educational Assistants/ Monitors**

	<b>Effective 7/1/2015</b>	<b>Effective 7/1/2016</b>
<b>Step 1</b>	\$12.95	\$13.34
<b>Step 2</b>	\$13.05	\$13.44
<b>Step 3</b>	\$13.16	\$13.56
<b>Step 4</b>	\$13.29	\$13.69
<b>Step 5</b>	\$13.40	\$13.80
<b>Step 8</b>	\$13.50	\$13.91
<b>Step 10</b>	\$13.64	\$14.05
<b>Step 16</b>	\$13.74	\$14.15

**Associate Degree**

	<b>Effective 7/1/2015</b>	<b>Effective 7/1/2016</b>
<b>Step 1</b>	\$13.48	\$13.89
<b>Step 2</b>	\$13.60	\$14.00
<b>Step 3</b>	\$13.70	\$14.11
<b>Step 4</b>	\$13.83	\$14.25
<b>Step 5</b>	\$13.94	\$14.35
<b>Step 8</b>	\$14.05	\$14.47
<b>Step 10</b>	\$14.17	\$14.60
<b>Step 16</b>	\$14.29	\$14.71

	<b>Effective 7/1/2015</b>	<b>Effective 7/1/2016</b>
<b>Short Hour</b>	\$11.32	\$11.66

	<b>Effective 7/1/2015</b>	<b>Effective 7/1/2016</b>
<b>Bus Trips</b>	\$10.33	\$10.64

43.2 Equal Benefits Clause

Should the Rolling Hills Schools and the certified bargaining units agree to a base pay increase and/or an increase in insurance coverage greater than that currently agreed to by OAPSE Local 258, these enhancements shall be automatically implemented for the classified bargaining unit.

43.3 Employees who have been a regular employee of the School District for fifteen (15) or more years will receive an annual longevity payment of five hundred dollars (\$500) per year. This payment may be divided into equal payments and paid over the course of the year as part of the employee's regular pay or at the employee's option be paid in conjunction with the second pay in November each year.

43.4 Individuals who are not members of the bargaining unit will not be offered substitute work except as provided in the last paragraph of this section (43.4).

Employees who work as substitutes in any classification will be paid at Step 1 of that classification's wage schedule for such work.

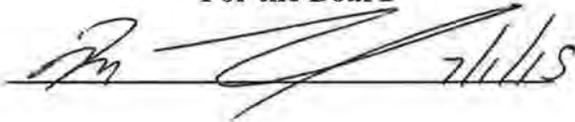
Employees wishing to perform such work will be required to place their names on a substitute sign up list for this work. The Administration will not be required to offer this work to bargaining unit members who do not sign up. Bargaining unit members may sign up on this list at any time.

This section applies to substitute work only. Substitute work is defined as work created by the absence of a regular scheduled employee. All substitute work shall first be offered to bargaining unit employees who work less than forty (40) hours per week. If no bargaining unit employee who works less than forty (40) hours per week accepts the work it may be offered to substitute employees. If no substitute accepts the work it shall be offered to employees who are scheduled to forty hours per week. All substitute work shall be offered on a rotation basis from a list of employees who have signed the substitute work list according to bargaining unit seniority. Substitute employees may not work overtime unless all bargaining unit members decline the work. This section applies to this Article 43.4, substitute work, and does not affect any other Article in this Agreement.

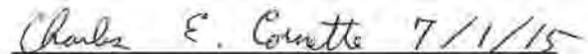
#### ARTICLE 44 - DURATION

The effective date of this Agreement shall be July 1, 2015, and it shall remain in full force until June 30, 2017.

**For the Board**

 7/1/15

**For the Association**

 7/1/15



**AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

JUN 30 2015  
BOARD AGENDA

This agreement and Memorandum of Understanding ("Agreement") is among the Rolling Hills Local School District Board of Education, ("the Board") and the Ohio Association of Public School Employees and is Local 258, ("OAPSE"), this Agreement sets forth the entire agreement and understandings of the parties regarding the use of school district buildings by employees of the Board. This Agreement supplements the negotiated agreement between the Board and OAPSE. This Agreement shall be effective upon execution by all parties and shall expire with the current negotiated agreement. The parties agree as follows:

- a. Whenever a Board employee requests and is granted permission to use school facilities for a personal event (for example, a family reunion or birthday celebration), the employee will be required to clean up after the event. Regardless of any provision in the collective bargaining agreement or Board policy the Board shall not be required to provide a custodian or other unit member for the event. If the employee does not leave the premises clean after the event, he/she shall be denied the privilege of using school facilities in the future.
- b. OAPSE and unit members agree not to file a grievance regarding or otherwise challenge this Agreement or its terms in any forum. OAPSE further specifically agrees that it will not further a grievance challenging this Agreement, its terms, or the Board's actions taken in reliance upon this Agreement to arbitration. If this paragraph is violated by the filing of a ULP or civil complaint or by the scheduling of an arbitration, then the agreed upon procedures and requirements for Board employee use of a school building under this Agreement shall be null and void.
- c. This Agreement shall not set a precedent or past practice for any other situation. The parties agree that there was no consideration for entering into this Agreement other than the items set forth in this document.

Each party signing below has read and understands the terms of this Agreement and Memorandum of Understanding and enters into it knowingly and voluntarily after having consulted with his/her OAPSE representative or legal counsel. The representatives of OAPSE and the Board executing below further indicate that they have the respective authority to execute this Agreement on behalf of OAPSE and the Board.

**AGREED:**

**For the Ohio Association of Public School Employees and its Local 258 (OAPSE):**

Charles E. Cornette      7/1/15  
OAPSE President              Date

[Signature]                      7/1/15  
Superintendent                      Date

Passed by Majority Vote of the OAPSE Local #258 on 6-01-15

**Memorandum of Understanding  
Regarding  
First Call for Work to the Groundskeeper  
During the Time that the Groundskeeper is Off  
December through February**

**JUN 30 2015  
BOARD AGENDA**

The OAPSE Union and the Board of Education agree, in the best interest of the Union and the District, that the first call for work will go to the Groundskeeper during the time that the Groundskeeper is off (December through February) before short hour or substitute employees are called.

By agreeing to this Memorandum, both parties agree that there shall be no grievance to the current past practice being used for this matter as it pertains to the current employees affected.

Charles E. Corrette  
Rolling Hills OAPSE Representative

7/1/15  
Date

  
Rolling Hills Local Board of Education

7/1/15  
Date

Passed by Majority Vote of the OAPSE Local #258 on 6-01-15

**MEMORANDUM OF UNDERSTANDING**

**JUN 30 2015  
BOARD AGENDA**

This Memorandum of Understanding is among the Rolling Hills Local School District Board of Education (Board) and The Ohio Association of Public School Employees OAPSE/AFSCME Local 4, AFL-CIO and its Local 258 (Union).

The Rolling Hills Local School District Board of Education and OAPSE Local 258 have discussed the mowing duties at the Rolling Hills Local School District Central Office located at 60851 Southgate Road, Cambridge, Ohio 43725. Currently the groundskeeping duties are assigned to the custodian at the Central Office location. The parties have discussed the need to improve the landscaping surrounding the Central Office. The Central Office location fronts two main highways and is a focal point of the school district. Therefore, the Union and the Board have agreed to a memorandum of understanding for the duration of the current bargaining agreement (July 1, 2015 - June 30, 2017) to allow improvements to be made by an outside landscaping professional. The parties further agreed that the custodial hours currently assigned at Central Office would not be reduced or affected in any way during the term of this Agreement.

This Memorandum of Understanding will expire on June 30, 2017 and all groundskeeping and landscaping duties will be assigned to the bargaining unit unless both parties, the Rolling Hills Local School Board of Education and OAPSE 258, agree to re-negotiate the Agreement.

The Board and the Union agree that this is a one time agreement and shall set no precedent for any past or future claims by either party.

This Memorandum of Understanding shall become effective on the date signed by all partes.

  
\_\_\_\_\_  
Superintendent  
Rolling Hills Local School District

7/1/15  
Date

Charles E. Cornette  
\_\_\_\_\_  
OAPSE Local 258 President

7/1/15  
Date