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41192

AGREEMENT BETWEEN THE
LOGAN HOCKING LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL 4/AFL-CIO
AND ITS LOCAL #126



JULY 1, 2021 to JUNE 30, 2024

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ARTICLE 1 - GENERAL PROVISIONS

A. DEFINITION OF TERMS

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

<u>Term</u>	<u>Definition</u>
Union	Local #126, OAPSE/AFSCME Local 4/AFL-CIO
Board	Logan-Hocking Local School District Board of Education
His	Refers to his or her
Day	work days unless specified

B. DURATION OF CONTRACT

This contract is effective upon ratification and Board approval, and shall continue in full force and effect between July 1, 2021 until June 30, 2024, and annually thereafter, unless either party requests to modify this Agreement in accordance with the negotiation procedures provided in Article 2 - Contract Negotiations.

C. RECOGNITION

1. General

The Board of Education of the Logan-Hocking Local School District hereby recognizes Local #126, OAPSE/AFSCME Local 4/AFL-CIO as the sole and exclusive bargaining representative for employees now employed or to be employed as members of the bargaining unit described in paragraph C (2).

2. Bargaining Unit

Personnel Included: The bargaining unit includes all employees who are employed as Attendants.

Personnel Excluded: All other employees; all management employees; supervisors; and confidential employees as defined by Ohio Revised Code Chapter 41 1 7; and seasonal and casual employees as defined by SERB.

D. MANAGEMENT RIGHTS

1. The Union acknowledges that the Board, on its own behalf and on behalf of the electors of its district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically abridged by the within agreement, whether it be inherent or conferred upon and vested in by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system, its properties and facilities, and of the activities of its employees;
 - b. To hire all employees and to determine qualifications and conditions for continued employment or dismissal and demotion and to promote and transfer all such employees;
 - c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - d. To decide upon the means and methods of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 - e. The right and power to take such measures as it may determine for the orderly and economical operation of the school system;
 - f. The right to subcontract work, provided that during the life of this agreement, the Board of Education agrees not to contract out work that would reduce the number of employees in the bargaining unit or the regular work hours of current employees in the bargaining unit.
2. The Union acknowledges and the Board reserves the right of exercising the foregoing powers, rights, authority, duties and responsibilities of the Board through the adoption of and enforcement through it and the Superintendent's policies, rules, regulations and practices as well as any amendment thereto, changes thereof or termination thereof made within its sole judgment and discretion. The foregoing powers, rights, authority, duties and responsibilities of the Board shall be limited only by the specific and expressed terms of the agreement.

E. UNION RIGHTS

1. To use the facilities of any building for meetings, without fee, upon reasonable advance notification of the administrator in charge of such building, provided the use does not interfere with school activities.
2. To use the inter-school mail system in the school's offices or E-mail system to distribute Union bulletins, newsletters, or other circulars. A copy of each item of circulation will be provided to the building principal. If the communication is sent district-wide, a copy shall be sent to the Assistant Superintendent.
3. To use bulletin boards in designated workrooms to disseminate information to members.
4. To call meetings of Union members within the buildings, but not on school time unless authorized in advance by the administration,
5. To allow or permit during the school day, the President of the Union or his designated representative, to visit schools for the purpose of conducting Union business, provided such visits shall not be conducted on any employee's scheduled work time and the President or designated representative shall notify the building Principal in advance. If the building Principal is not available, a central office administrator shall be notified in advance.
6. The Local President or designee shall be permitted to meet with newly hired Attendant(s), within the first two (2) weeks of hire to explain the benefits of

membership. This meeting shall take place on paid time but shall not exceed thirty (30) minutes.

The Union will be provided with:

1. Copies of all board agendas: upon specific request to the Superintendent by the President of the Union, minutes and financial reports.
2. Copies of the following forms upon request and payment of reasonable copying costs: (a) appropriations and (b) budget. Such copies shall be given to the President of the Union upon request, as soon as it is feasible after such forms are filed with the agency required by law.
3. Upon specific request for a specific item and payment of reasonable copying cost, any other public record.
4. The names and positions of all new employees in the bargaining unit shall be provided to the Local President or designee at the time of hiring. The Local shall have the opportunity to contact the new employees to explain Union benefits.

F. PRINCIPLE

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

G. SAVINGS CLAUSE

1. If any provision of this contract, or any application thereof, has been declared to be in violation with any applicable law of the United States or of the State of Ohio or with any regulation of any agency or subdivision thereof, by a court of competent jurisdiction, the parties agree that they will meet within sixty (60) days of such declaration to negotiate replacement language for the section declared to be invalid by the court. During these negotiations each party will maintain all rights granted to it under 4117 of the O.R.C. However, where the parties have intended to supersede state law in this Agreement, the intention of the parties shall prevail.
2. Any provision of this contract which may be or becomes in conflict with any federal or state law shall be and herein is modified and/or waived to conform with such law, but any such modification or waiver shall not modify or nullify any other provision hereof. However, where the parties have intended to supersede state law in this Agreement, the intention of the parties shall prevail. Should any provision of this Agreement be declared in violation of law by a court of competent jurisdiction the parties agree that they will meet within sixty (60) days of such declaration to negotiate replacement language for the section declared to be invalid by the court. During these negotiations each party will maintain all rights granted to it under 4117 of the O.R.C.
3. The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

H. PRINTING AND DISTRIBUTION OF CONTRACT

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

ARTICLE 2 - CONTRACT NEGOTIATIONS

A. OPENING OF NEGOTIATIONS

During the period beginning 120 days prior to the expiration of this contract up to and including the 90th day prior to expiration, either party may request, in writing, the opening of negotiations. Such request, if by the Union, shall be delivered to the Superintendent and if by the Board, to the President of the Union. The parties shall schedule a mutually agreed upon date for the first negotiations session within thirty days after receipt of a request to open negotiations.

B. NEGOTIATION PROCEDURES

1. Conduct of Negotiations

Each party may have up to five (5) members on its negotiations team, of which one may be a field representative of OAPSE and one may be a professional consultant, of the Board.

Each party shall pay its own expenses pertaining to any representative or witness and any expenses incurred in negotiations. All meetings shall be held in executive session.

2. Exchange of Information

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

3. Meeting Commencement and Duration

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

4. Agenda

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

C. FEDERAL MEDIATION

1. Disagreement - In the event an agreement is not reached by negotiations, after full considerations of proposals and counter proposals, either of the parties shall have an option of declaring impasse.
2. The party declaring impasse shall prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
3. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement.
4. This mutually agreed upon resolution procedure supersedes state law resolution provisions, including fact-finding. After mediation is completed, both parties have all rights provided for under R.C. 4117. Either party may request SERB to provide assistance in resolving any unresolved issues.

D. TENTATIVE CONTRACT RATIFICATION PROCEDURE

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

E. FINAL CONTRACT APPROVAL

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

F. NEWS RELEASES

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

ARTICLE 3 - SENIORITY

A. SENIORITY DEFINED

1. System Seniority — System seniority means the total length of uninterrupted employment by the Logan-Hocking Local School District as computed from the most recent date of hire. System seniority is not interrupted by Board-approved leaves-of-absence, but time spent on such leaves shall not be included in determining an employee's system seniority. Seniority shall accrue during the probationary period.
2. Classification Seniority — Classification seniority means the total length of uninterrupted service within a particular classification. All bargaining unit members are in the classification of "Attendant." Classification seniority shall be determined in the same manner as provided for system seniority.

3. In the event two (2) or more employees have the same seniority date the tie shall be broken by lot upon hire.
4. Substitutes — Substitute or temporary employees shall not accrue either system seniority or classification seniority.
5. Workers' Compensation (WC) — Employees who are receiving Worker's Compensation resulting from an injury in which the Board is the Employer shall not lose any seniority for Worker's Compensation time for up to two (2) years.
6. A list of all Attendants in the order of their seniority shall be provided to the Union President.

B. LABOR-MANAGEMENT COMMITTEE

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

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

ARTICLE 4 - JOB POSTING, ASSIGNMENT, AND FILLING OF VACANCIES JOB POSTINGS

A. JOB POSTINGS

When a vacancy in an existing position occurs within the bargaining unit or is reasonably anticipated, or when a new position is created, notice of the vacancy will be posted. Notice of the vacancy will include the position qualifications, summary of duties, work location, and hours of work.

All vacant Attendant positions will be posted for a period of five (5) workdays at or near the beginning of the school year once the Special Education Coordinator identifies the number of Attendants needed for the school year. In the event both parties agree to conduct a mass bid session, a listing of vacant new and/or changed positions will be distributed to current attendants five (5) workdays in advance of the scheduled session.

Postings shall be on the job line/web site during the summer months. Vacancies during the school year shall be filled first with a unit member on the recall list, or if no bargaining unit member is on a recall list, with a new employee — for the remainder of the school year and the vacancy will be posted for the next school year. Secondary vacancies, which may arise from the award of a bid, will be posted for a period of three (3) workdays.

B. JOB APPLICATION/BID

Employees assigned as an Attendant may submit application/bid on vacant positions. Attendants may communicate to the Special Education Coordinator at any time their preferences for transfers or new assignments in the district. Attendants will be responsible for monitoring the postings and submitting applications for those Attendant positions for which they are interested.

C. ASSIGNMENT/AWARD

Attendant's preferences in job position, duties, assignment, and location shall be considered by the Special Education Coordinator in making an assignment or awarding a position. Final assignment of an Attendant shall lie within the sole discretion of the Special Education Coordinator; however, once an Attendant has completed three (3) full years of work as an Attendant in the District (based on the employee's start date), then he/she may select a job assignment on the basis of seniority with the most senior Attendant selecting first.

If both parties agree, a mass bid session may be conducted prior to the start of each school year in order to fill the vacancies for the upcoming school year.

Procedure for the bid include:

All vacancies (new and/or changed positions) are posted.

- The top attendant with the most seniority begins the process; they can choose to stay in their current position or they can choose a student from the posted open positions.
- If attendant is displaced before the mass bid, they can choose from posted open positions or bump any attendant with lower seniority.
- If an attendant is bumped during the bidding, they become displaced.
- If attendant chooses a posted open position over current student, the current student moves over to the posted open position on the bid list.
- Once a student is moved to the posted open position on the bid list, we start all over at the top of seniority list and open it up for bid.
- Once every attendant has made their decision, we ask for any questions, changes or comments.
- Once all is approved, the bid session is closed and assignments are considered final.
- All vacancies that occur during the summer after the mass bid shall be posted according to Article 4(A).

- Mass Bid meeting shall be the 1st Monday in June annually.
- At the determination of the Special Education Director a bid meeting may be held on Organizational Day.
- Any Attendant that is unable to attend the Mass Bid meeting shall retain their current position unless bumped. If the bargaining unit member is bumped then the bargaining unit member shall be assigned to the unfilled position(s) based on seniority.

If the Special Education Coordinator has a concern regarding a position selected by an Attendant based on seniority, then the Special Education Coordinator may meet with the Attendant to discuss the position and another assignment, if available. If there is still concern about an Attendant's selection even after meeting with the Attendant, the Special Education may reassign the Attendant to another position as long as one is available.

If for any fall, more Attendants are under contract than are needed by the District's students, then the most senior Attendants shall retain their positions.

The Union President shall be provided with access to the district's list of Attendants and their assignments.

D. Transfer/Reassignment

A transfer is defined as a reassignment of an employee to another position. Transfers shall be made at the discretion of the Director of Special Services when necessary due to an employee's unsatisfactory performance.

E. Summer Job/Bid

Any bargaining unit member may apply for Summer work. Once the Board determines the employee(s) are qualified to perform the duties, the position(s) shall be filled based on district wide seniority.

ARTICLE 5 - LAYOFF AND RECALL PROCEDURES

A. LAYOFF PROCEDURES

1. Whenever it becomes necessary to reduce the number of Attendants due to abolition of a position or lack of funds or lack of work, probationary employees shall be laid off first. Attendants shall be laid off in inverse order of seniority (least senior Attendant to be laid off first).
2. An Attendant who is laid off during a school year will be permitted, at his/her election, to displace the least senior Attendant in his/her assigned building or the least senior Attendant in the District, with comparable hours per week, for the remainder of the school year. An Attendant who is displaced may displace the least senior Attendant in the District, with comparable hours per week, for the remainder of the school year.

3. Each attendant laid off shall be given ten (10) days notice before the effective date of the lay-off.

B. RECALL PROCEDURES

1. Each attendant laid off will be placed on a recall list for the remainder of his/her contract duration or for up to 20 months, whichever comes first.
2. If a vacancy arises, Attendants on the recall list will be recalled to the vacancy, provided he/she is qualified or willing to become qualified. Attendants on the recall list shall be recalled in order of seniority, with the most seniority recalled first, provided that the Attendant is qualified or willing to become qualified for the vacancy.
3. No new employee may be employed until all laid off, bargaining members on the recall list have been recalled.

ARTICLE 6 - JOB DESCRIPTIONS AND EMPLOYEE EVALUATION

A. JOB DESCRIPTIONS

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

B. EMPLOYEE EVALUATIONS

1. Each employee will receive, no later than May 31, one formal evaluation annually.
2. Prior to being placed in the file, the evaluation form made out on any employee's work record shall be examined by the employee and the employee shall initial said form. The initialing of said form shall mean that the employee has been offered a copy of the form and does not necessarily mean that the employee agrees with the contents. If the employee refuses to sign, a witness may initial the evaluation.
3. An employee may write his comments on any evaluation form examined by him.
4. An employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from his file.

5. Each employee will be provided, upon request, with a copy of his or her evaluation without cost to the employee.

ARTICLE - 7 EMPLOYEE DISCIPLINE

A. DISCIPLINARY ACTION

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

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

The Superintendent or his designee may depart from this sequence at any time that the conduct, in his judgment, warrants a more or less severe type of disciplinary action. An employee receiving a verbal warning or written reprimand may request the removal of such warning or reprimand from his or her personnel file after completion of 18 consecutive months during which no recurrence of the same violation occurs. Record of disciplinary action(s) may be removed after twenty-four (24) consecutive months during which no recurrence of the same violation occurs.

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

ARTICLE 8 - SICK LEAVE AND LEAVE OF ABSENCES

A. SICK LEAVE

1. Employees shall earn sick leave at fifteen (15) days each year at the rate of one and one-fourth (1-1/4) days each month. Each Employee may use Sick leave for an absence due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees or children, dental, doctor appointments, and absence due to illness or death in the immediate family. The Board will not advance any sick leave days that are not accumulated by the employee which shall supersede state law.\
2. The Board of Education may, by regulation, impose reasonable limitations on the request for, use, and verification of requests for sick leave.
3. Bereavement Leave-Employees may use up to two (2) days of bereavement.
4. Employees may use up to one additional day of bereavement for immediate family at the discretion of the Superintendent.
5. The definition for immediate family as used in this Article shall be: father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter in-law, brother-in-law, sister-in-law, step-mother, step-father, or step-child, of said employee or any relative residing with the employee.
6. Members of the bargaining unit may use sick leave for illness or disability due to pregnancy. A statement, from the employee's attending physician verifying the nature and extent of the disability will be provided by the employee requesting such leave, upon request of the Superintendent or his designee. In those cases where an employee has exhausted available sick leave, an unpaid leave of absence will be granted, upon request, for the remainder of the period of disability. Such leave of absence will not exceed one (1) year. Employees will, upon request, provide a physician's statement, verifying that they are physically capable of performing the regular duties of employment prior to returning from such leave.
7. Employees who anticipate the use of sick leave or disability leave by reason of pregnancy shall make application to the Superintendent or his designee not less than ten (10) days prior to the anticipated use of such leave. The employee's failure to timely request such leave may be waived by the Superintendent or his designee.
8. An employee who is the mother or father of an infant child (by birth or adoption) and who is directly and immediately responsible for the primary care of that infant may request an unpaid leave of absence for purposes of caring for that child. Such leave must be requested at least thirty (30) days in advance of

the first date for which leave is requested and may be granted for a period of up to one year or for such lesser period as the Board may determine.

B. PERSONAL LEAVE

Eligibility for personal leave will be after one (1) full year of employment. Each Attendant shall be permitted three (3) paid personal leave days each school year. Such leave shall be used for the following purposes only:

One Day of Personal Leave shall be unrestricted.

- a. To appear as a witness or a party to a court proceeding except, in any case where the Board of Education is a party,
 - b. To attend, if necessary, a real estate closing for the purchase or sale of the employee's or his spouse's residence,
 - c. To appear, when subpoenaed or summoned, before a government agency which has subpoena power, e.g., the Internal Revenue Service,
 - d. To appear, if necessary, in legal proceedings involving the adoption of a child by the employee or his spouse,
 - e. To observe or celebrate a day required by his religious faith to be observed or celebrated,
 - f. To take care of necessary house moving problems, e.g., utility connections, moving day, etc.
 - g. To conduct personal business that cannot be conducted at times other than such employee's regularly scheduled workday, provided that the personal business is submitted to the Superintendent or his/her designee for approval.
9. Personal Leave may not be used the day immediately preceding or following a holiday or vacation or during the last three (3) weeks of school, except under unusual circumstances at the sole discretion of the Superintendent or his designee.
10. An employee must submit a written request for personal leave to the Superintendent or his/her designee at least five (5) days in advance of the taking of personal leave, or personal leave will not be granted. Personal leave may be granted with less than five (5) days advance notice for emergency reasons.

B. LEAVES OF ABSENCE

1. General Provisions

- a. Employees absent from work due to a condition or disability will apply for disability retirement or service retirement with School Employees Retirement System. Accrued sick leave will be available for use until

disability retirement benefits are approved. The Board of Education will grant a disability leave of absence for a period not exceeding two (2) successive school years. Any employee for whom a question of disability exists may be required to submit to an examination by a physician designated by the Board of Education. Any such examination will be conducted at Board expense. For purposes of this provision, disability means a condition rendering the employee unable to perform the normal duties of employment.

- b. In the case of illness or disability not qualifying the employee for disability retirement, the Board will, on request, grant a disability leave of absence for up to two (2) successive school years.

2. Worker's Compensation

All employees covered under this contract are covered under the State Worker's.

C. JURY DUTY

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

D. FAMILY AND MEDICAL LEAVE ACT

1. Notwithstanding other provisions of this agreement, all benefits guaranteed by the FMLA shall be provided to bargaining unit employees.
2. All alleged violations of the FMLA may be processed as grievances in accordance with the provisions of this agreement. Such grievance does not prevent an employee from enforcing their rights under the FMLA as provided by law.
3. Leaves granted under the FMLA shall run concurrently with paid leave provided under this agreement.
4. Eligibility - An employee must have worked 1250 hours with the Logan-Hocking Local School District in the 12-month period preceding leave to be eligible for benefits under the Act.

E. MILITARY LEAVE

Military Leave will be granted to employees pursuant to the ORC.

F. ASSAULT LEAVE

1. In the event that an employee is required to take a leave because of an assault by a student on the job resulting in temporary disability or total disability, he shall be entitled to assault-leave payment. Assault-leave payment shall be the regular rate of pay, less any benefits, except medical payments, received from worker's compensation or salary continuation.

2. Assault leave shall begin with the first day of absence from work due to the assault injury, but the employee may not accumulate sick leave during assault leave.
3. Assault leave shall not be deducted from accumulated sick-leave days.
4. An employee requesting assault leave, must file claim with the Bureau of Worker's Compensation.
5. A certificate must be furnished by a physician, stating the nature of the injury or disability and the expected period of recovery time. To be entitled to compensation for assault leave, the employee must file a written report with the Superintendent stating the facts, identifying the assailant and stating the names and addresses of all witnesses.
6. No leave shall be granted for longer than sixty (60) days from the date of assault.

G. HOLIDAY LEAVE POLICY

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

6. Recognized Holidays

The following days shall be recognized as paid for all regular employees in the bargaining unit and shall supersede state law:

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day
Veterans Day (effective July
1, 2023)

ARTICLE 9 - DAYS OF WORK FOR ATTENDANTS

174 days when students are in attendance (up to 5 days paid for school closure days — and after those 5 days, all other work days will be made up. Make up days may be duties as assigned by their supervisor.)

1 day — Rah, Rah Day Assembly and professional development after the assembly

6 Holidays

Total Days: 181 Days

When an attendant(s) assigned student is not present, the attendant shall notify the building principal and the building principal shall assign the attendant(s) duties for the day.

ATTENDANCE INCENTIVE

The district shall create a form, for which any and all bargaining unit member(s) shall be required to submit to management, on or around the first pay the following month.

1. Incentive(s) shall be paid twice annually on December 17th and June 9th.
2. The December payment shall be for up to three (3) incentive(s).
3. The June payment shall be for up to six (6) incentive(s).
4. Each incentive, on a monthly basis, is one-hundred dollars (\$100.00) totaling up to nine hundred dollars (\$900.00) in possible incentives.
5. The use of any sick, personal or dock days shall disqualify that bargaining unit member(s) for that month(s) incentive(s).

Incentive Scale

1st Day of school-September 30
October
November
December
January

February
March
April
May- Last Day of school

ARTICLE 10 - PAY AND ALLOWANCES

A. GENERAL PAY PROVISIONS

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

B. PAYROLL DEDUCTIONS

1. Union Dues

- a. The Board agrees to deduct Union dues from the pay of the employees who request, in writing, that such deduction be made. The enrollment period shall be from September 1 to November 1. Employees new to the district may commence deductions at any time during their first year of employment when they provide all appropriate information to the Treasurer's office.
- b. Deductions will be made in twenty equal installments, beginning in September and ending in June. Prior to September 1 each year the Treasurer of the Union will advise the Board of the amount of deductions of yearly dues to be made.
- c. The Board will deduct from the paychecks of employees who have authorized such deductions, Local #126 dues for the period from September 1 through May 31. Local #126 dues for the period specified above will be deducted in full in September. The Local #126 Treasurer will certify the amounts to be deducted and the amount so certified will be deducted and paid directly to the Local Treasurer. Local #126 will indemnify and hold the Board and its employees harmless from any and all claims arising by reason of the deduction and payment of dues.

- d. All Attendants covered by this Agreement who are members of OAPSE #126 and all other employee who, at their option, become members of OAPSE #126 at any time in the future, shall, for the duration of this Agreement, continue to be members of the Union. The Board shall not honor dues deductions from any employee except as provided herein.
- e. The authorization for payroll deductions of dues shall be continuous and shall be revocable only in accordance with the signed Membership/Dues Authorization Application.
- f. State dues will be forwarded directly to the Union by the Board with a list of employee deductions. During the period of this contract, the Board will not authorize the deduction of dues for the benefit of any other employee organization whose membership consists of Attendants. The Union will indemnify and hold the Board and its officers and members harmless from any loss, cost or damage arising out of the provision of this Article.

C. PAY DATES

- 1. During the term of this agreement paychecks for members of the bargaining unit will be direct deposited into a checking or savings account of the employee's choosing.
- 2. If a pay date falls on a holiday, the preceding workday shall be the pay date.
- 3. Pay days will be the same days as OAPSE #218 and attendants will be paid in equal installments over 12 months beginning with the 2015-2016 school year.

D. SCHOOL CLOSURES

When schools are closed by the Superintendent or his/her designated representative for inclement weather or other public emergency the following procedures shall be used:

- 1. Employees shall not have to make-up the first five (5) calamity days.
- 2. After the first five (5) calamity days, the Board shall have the option of closing school and using a make-up day or designating the day as a "Remote Learning Day". Potential make-up days shall be included in the district calendar.
- 3. When "Remote Learning" is implemented the following shall apply:
 - A. In the event Hocking County is on a Level 1 or when it is deemed necessary, the district will be on a two-hour delayed start. Staff members are to use caution and arrive as close to the employee's start time as possible. Each building will have an alternative class schedule for remote learning on these days so that teaching and learning continue.
 - B. In the event Hocking County is on a Level 2 or 3, Classified Staff members may use an unrestricted or restricted personal day or complete professional development via public school works or other pre-approved training(s) to make-up their lost work time.
 - C. In the event of a school delay and students are not required to report to school, staff members are to use caution and arrive to work as close to the employee's start time as possible. If the Board declares an early release due to weather, staff members may leave once all of the students are gone.

E. MEETINGS/TRAININGS

Attendants shall be included in [EP meetings and any parent/teacher conference concerning the special education student when requested by the classroom teacher or Attendant. When needed, attendants will be compensated at the appropriate rate of pay for time worked in addition to the time they regularly work.

Mandatory Crisis Prevention Intervention (CPI) training shall be required for any assignment considered “high needs” by the Special Education Director. This training shall be offered to any and all attendants.

F. LUNCH

1. An uninterrupted 30-minute unpaid lunch period will be scheduled each day for employees regularly assigned a work schedule of five hours per day or more.
2. Employees will be paid for all mandatory meetings and training sessions.

G. SERS PICKUP THROUGH SALARY REDUCTIONS

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

H. SALARY SCHEDULE

Effective July 1, 2021 all salaries shall increase by New Scale per hour across the Board.

Effective July 1, 2022 all salaries shall increase by Steps per hour across the Board.

Effective July 1, 2023 all salaries shall increase by Steps per hour across the Board.

Salary schedules below shall increase according to above schedule.

FY22-24

ATTENDANT SALARY SCHEDULE

	FY22	FY23	FY24
	5%	0.00	0.00
	Per contract		
0	16.51	16.51	16.51
1	16.74	16.74	16.74
2	16.97	16.97	16.97
3	17.20	17.20	17.20
4	17.43	17.43	17.43
5	17.66	17.66	17.66
6	17.89	17.89	17.89
7	18.12	18.12	18.12
8	18.35	18.35	18.35
9	18.57	18.57	18.57
10	18.79	18.79	18.79
11	18.79	18.79	18.79
12	18.79	18.79	18.79
13	18.79	18.79	18.79
14	18.79	18.79	18.79
15	19.02	19.02	19.02
16	19.02	19.02	19.02
17	19.02	19.02	19.02
18	19.23	19.23	19.23
19	19.23	19.23	19.23
20	19.23	19.23	19.23
21	19.23	19.23	19.23
22	19.23	19.23	19.23
23	19.23	19.23	19.23
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25	19.23	19.23	19.23
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27	19.23	19.23	19.23
28	19.23	19.23	19.23
29	19.23	19.23	19.23
30	19.23	19.23	19.23
31	19.23	19.23	19.23
32	19.23	19.23	19.23
33	19.23	19.23	19.23
34	19.23	19.23	19.23
35	19.23	19.23	19.23
36	19.23	19.23	19.23
37	19.23	19.23	19.23
38	19.23	19.23	19.23
39	19.23	19.23	19.23
40	19.23	19.23	19.23

ARTICLE 11 - EMPLOYEE BENEFITS

A. HEALTH INSURANCE

If an Attendant becomes eligible for health insurance benefits under the Affordable Care Act (ACA), the Attendant will be offered a "bronze" level health insurance coverage, if required by law. Provisions will need to be made for the Attendant to make premium payments via payroll deductions. Attendant shall be responsible for 15% of an individual premium and 100% of a family premium.

ARTICLE 12 - EMPLOYEE GRIEVANCE

A. GRIEVANCE DEFINITIONS AND GENERAL PROVISIONS

1. Definitions

- a. A grievance is defined as an alleged violation of a specific Article in this contract.
- b. The grievant is defined as the Union, an employee or groups of employees within the bargaining unit alleging some violation, misinterpretation or misapplication of a specific Article of this contract.
- c. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. The Union may file only when a violation of the contract affects every member of the bargaining unit. Any Group Grievance may be submitted directly to Level 3 of the Grievance Procedure.
- d. As used in the grievance procedure "days" means working days, except in the summer months, when "days" shall mean days that the Board office is open.

2. Provisions

- a. If any grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance.
- b. A grievant shall not be denied his legal rights under the law; however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is or could become the subject of a grievance, the rights granted in Articles of this section shall be deemed waived and the grievance shall be dismissed. Nothing in this subsection relieves a unit member from exhausting his/her remedies under the grievance procedure.

- c. During the term of this contract, no grievant may be represented by any organization other than the Union in any grievance procedure.
- d. A grievance may be withdrawn at any level without prejudice of record.
- e. A grievance shall contain a concise statement of the facts upon which the grievance is based, cite the Article and paragraph allegedly violated, state the contention of the persons or party presenting the grievance and shall indicate the relief requested.
- f. Any grievance not advanced to the next level by an employee or the Union within the time limit in that level shall be deemed advanced to the next level, unless the employee or Union indicates otherwise in writing. If any such grievance (which has been deemed to be advanced) is not pursued by the employee or the Union within fifteen (15) working days after the time limit for advancement has expired, it shall be considered resolved.
- g. Any grievance not answered by the administration within the time limit in that level shall be advanced to the next level.

B. GRIEVANCE PROCEDURES

1. Level One - Informal

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

2. Level Two - Formal

- a. Within ten (10) working days after the time a grievance arises, the grievant, shall present to the supervisor or designee the written grievance that includes a reference to the specific provisions of the contract allegedly violated, misinterpreted, or misapplied or such grievance shall be deemed waived.
- b. Within five days after receipt of the written grievance the supervisor or designee shall give the grievant and Union a response to the grievance in writing.
- c. A copy of such grievance shall be filed with the Superintendent.

3. Level Three - Formal

- a. If the grievance is not resolved in level two, the grievant or Union representative, may within five (5) working days of receipt of the Supervisor's answer, submit to the Superintendent or his designee, the answer at level two with a copy of the original grievance and a request for

a hearing. The Superintendent or his designee, shall conduct a hearing on the grievance within ten (10) working days of the receipt of such appeal.

- b. The Superintendent or his designee shall give the grievant or Union representative, if so designated, an answer in writing no later than five (5) working days after the hearing.

4. Mediation

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. FILING OF FALSE STATEMENTS

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

B. SUBCALLING

Bargaining unit members shall be required to call a substitute to cover an absence, except as follows:

1. Bargaining unit members shall not be required to call a substitute to cover an unforeseen absence due to his/her own personal illness that arises on the morning of the absence. In such circumstances, the bargaining unit member shall be responsible for notifying the building principal.
2. In the event that a bargaining unit member has obtained substitute coverage for a scheduled absence and receives less than 24-hour notice of a cancellation by the scheduled substitute, the bargaining unit member shall be responsible for notifying the building principal.
3. Any Attendant(s) who are laid off and are on the recall list shall be placed on the sub list, at their discretion. The Board shall call these employee(s) to sub first, prior to any other substitute being contacted, to fill the Attendant position.
4. Any substitute contacted that refuses to work more than three (3) times within a thirty (30) day period may be removed from the sub list.

C. DISPENSING MEDICINE AND MEDICAL PROCEDURES

1. All employees assigned to dispense medicine or perform medical procedures shall be afforded all protections of the Ohio Revised Code, including liability protection.
2. All employees assigned to perform such duties shall be informed of Board policies and changes of said policies regarding dispensing medication and medical procedures.
3. The Board shall provide proper training prior to the assigning of medical duties to an employee. Training shall also be provided for all other employees who may be called upon in support of the employees who has been assigned. In addition to initial proper training, employees involved with the special needs of students receive annual training. Training shall be provided by a licensed medical provider.
4. Where necessary, the Board may contract with medical technicians or health aides to provide for student health needs.
5. Procedural records, including permission and/or directions from physicians will be made available to employees assigned to give a medication and/or perform a medical procedure.

D. ADMITTANCE TO LOGAN-HOCKING ATHLETIC EVENTS

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

FBI/BCI CHECKS PAYMENT

The Board agrees to pay the total cost of FBI/BCI checks for attendants when required for continued employment.

ARTICLE 14 - PROBATIONARY PERIOD


- A. There shall be a probationary period of three (3) years (based on the employee's start date) to allow the Employer to determine the fitness and adaptability of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time.
- B. This Article shall supersede the provisions of the ORC 33 19.081 relating to employment contracts to the extent it is inconsistent. Limited contracts shall be issued by the Board in the following progression:
 1. Up to one-year contract: upon initial employment
 2. Two-year contact: re-employment for the second contract;
 3. Continuing contract: upon re-employment.


ARTICLE 15 - CONTRACT CERTIFICATION

ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements and/or policies and extinguishes any claims that existed or may have existed prior to this agreement or not set forth in this agreement by Attendants, verbal or written, based on alleged past practices between the Board and the Union, and constitutes the entire agreement between the parties. This contract represents a completion of negotiations on all bargaining issues for the duration of the contract and nothing during such term shall be negotiable, with the exception of specific items contained in a re-opener clause, if contained herein.

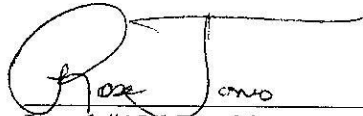
Logan-Hocking Board of Education

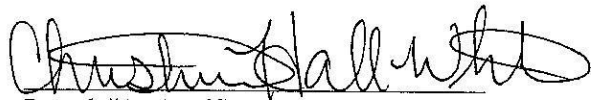


Board President

Superintendent of Schools

OAPSE



Local #126 President

Local #126 Office