



TENTATIVE AGREEMENT
JUNE 24, 2011
BLACK RIVER SUPPORT STAFF ASSOCIATION
AND
BLACK RIVER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

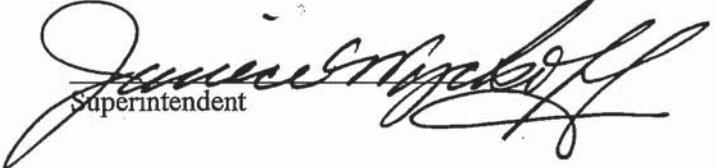
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10/01/2012

The Parties reached tentative agreement as of June 24, 2011 on the following terms:

1. Two year contract effective June 30, 2011 through June 29, 2013.
2. Salary base freeze and step freeze (upon resumption of steps, support staff members may only move one step, i.e., no "make up" steps).
3. Effective September 1, 2011, employee contribution on Health Insurances (Major Medical, Dental, Prescription Drug) becomes three and one half percent (3.5%) for the 2011-12 and five percent (5%) for 2012-13, paid bi-monthly. Premium holidays will be passed on to employees on the month of such holidays, if possible. If notice comes late, the holiday will be provided employees in the next month.
4. The Parties agree to modified language in Article I (A)(1) and Article VI, attached hereto.



President, BRSSA



Superintendent

ARTICLE I
RECOGNITION

A. RECOGNITION

1. The Board of Education of the Black River School District (hereinafter referred to as the "Board") recognizes the Black River Support Staff Association affiliated with the Ohio Education Association and the National Education Association OEA/NEA (hereinafter referred to as the "Association"), thereafter referred to as the sole and exclusive bargaining agent for the following described unit:
 - a. Operations Department
 1. Custodial/Maintenance
 2. Custodian
 - b. Transportation Department
 1. Assistant to the Transportation Supervisor
 2. CDL Driver with Bus Endorsement
 3. Handicap Attendant/Transportation
 4. Automobile Route
 - c. Secretarial
 1. Building Secretaries
 2. Guidance Secretaries
 - d. Food Service Department
 1. Lead Cook
 2. Cook/Cashier
 - e. Assistants Department
 1. **Library Assistants**
 2. **Special Education Paraprofessionals**
 3. **General Education Paraprofessionals**
 - ~~1. Paraprofessionals~~
 - ~~2. Playground and Cafeteria Aides~~
2. Excluded from the bargaining unit shall be the Superintendent, Treasurer, Treasurer's office employees,* Maintenance Supervisor, EMIS Coordinator, Assistant Maintenance Supervisor, Secretary to the Superintendent, Transportation Supervisor/Mechanic, Records Control Officer, Cafeteria Supervisor or Food Service Supervisor, all certified personnel and substitutes.

*For the duration of this Agreement, the Board may not increase the number of exempt records control clerks (currently 3) who are assigned outside of the central office.

ARTICLE VI
REDUCTION IN FORCE

A. REDUCTION

If the Board decides to effect a planned reduction in the number of bargaining unit members or a reduction in hours, the reduction shall be achieved in the following manner.

B. ATTRITION

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practical, for a member who retires, resigns, or dies.

C. PROCESS FOR REDUCTION AND BUMPING RIGHTS

If it becomes necessary to reduce bargaining unit members' hours or the number of bargaining unit positions in any job classification, the Board may make the reductions by laying off members or reducing hours in the reverse order of District seniority within the affected classification.

Any bargaining unit member affected by layoff or reduction may displace the least senior member (**District seniority**) within their job classification in order to maintain hours of work, benefits or wages. Any bargaining unit member affected by layoff or reduction may bump downward within their **job classification** or department ~~or classification~~ **as shown in Article I (A)(1)**, displacing the least senior member in the District and will assume the same benefits, hours of work or wages for the job line they fill at the experience step they were at prior to bumping. No member may improve their wages, hours or benefits through the bumping procedure other than bus drivers. No member may cross classifications if they are affected by layoff or reduction. If none of the above bumping rights applies, the member affected shall be subject to reinstatement as provided herein. Any member reduced in his/her work group by reduction in force or job abolishment does not have to serve a probationary period in the new job line.

D. REDUCTION NOTIFICATION

1. Any bargaining unit member to be affected by a layoff or reduction in hours shall be notified by certified mail or in person thirty (30) days prior to the effective date of the reduction or layoff.
2. The Association President shall be provided a list of all members to be laid off or reduced in hours under this Section thirty (30) days prior to the effective date of the reduction or layoff. This list shall indicate the names, job classifications, seniority dates, and rank order of recall to available jobs.

E. REINSTATEMENT

1. **An updated** recall list by classification and seniority will be maintained **and provided to the Association President upon request**. The list will contain the names of those on layoff by department, effective date of the layoff, employment seniority and original job classification.