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STATE OF OHIO
RELATIONSHIP

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CORY-RAWSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

**CORY-RAWSON SUPPORT STAFF UNION, LOCAL NO. 6356 OF THE OHIO
FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

EFFECTIVE

July 1, 2010

THROUGH

JUNE 30, 2012

45

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble	2
I Recognition/Definition of Bargaining Unit	2
II Bargaining Procedure	3
III Grievance Procedure	5
IV Non-Discrimination	7
V Union Rights	8
VI Individual Contracts	10
VII Leaves	11
VIII Payroll Practices	14
IX Vacations/Holidays	17
X Severance Pay	18
XI Seniority	19
XII Vacancies	20
XIII Reduction in Force	21
XIV Provisions for Particular Classifications	23
XV Co-Curricular and Extra-Curricular Trips	25
XVI Physical Examinations	28
XVII Passes to School-Sponsored Events	28
XVIII Occupational Safety	28
XIX Labor-Management Committee	29
XX Employment of Retirees	30
XXI No Strike/No Lockout	31
XXII Discipline	31
XXIII Insurance.....	32
XXIV Management Rights.....	35
XXV Complete Agreement.....	35
XXVI Conflict With Law/Mid-Term Bargaining.....	36
XXVII Duration of Agreement.....	37
Memorandum of Understanding.....	38
Appendix A – Salary Schedule for 2010-2011.....	39
Appendix B – Salary Schedule for 2011-2012.....	40
Appendix C – Plan C Health Insurance Specifications.....	41

PREAMBLE

This Agreement is entered into by and between the Cory-Rawson Local School District Board of Education (hereafter "Board") and the Cory-Rawson Support Staff Union, Local No. 6356 of the Ohio Federation of Teachers, American Federation of Teachers, AFL-CIO (hereafter "Union"):

ARTICLE I – RECOGNITION/DEFINITION OF BARGAINING UNIT

Consistent with State Employment Relations Board Case No. 06-REP-02-0021, the Board recognizes the Union as the exclusive bargaining representative for a bargaining unit composed of all regularly employed full-time and part-time secretaries, educational assistants (formerly known as teachers' aides), bus drivers, custodians, cooks, cooks' helpers, and cashier/cooks' helpers. The Board also recognizes the Union as the exclusive bargaining representative for the bus mechanic, a classification created after SERB's certification of a bargaining unit in Case No. 06-REP-02-0021. Hereafter, unless otherwise indicated, "employees" refers to such bargaining unit members.

Excluded from the bargaining unit are all Board-employed administrators, supervisors, professional employees, management level employees, teachers, confidential employees, casual and/or seasonal employees, and all others.

ARTICLE II – BARGAINING PROCEDURE

- A. If either party wishes to bargain changes in terms and conditions of employment in a successor agreement, the initiating party shall notify other party, in writing, of that fact no later than ninety (90) days prior to the expiration of this Agreement. Notification from the Union shall be submitted to the Superintendent; notification from the Board shall be submitted to the Union President. An initial bargaining session will be scheduled to occur within fourteen (14) days of receipt of notice, unless otherwise mutually agreed.
- B. Each party will appoint a bargaining team composed of not more than five (5) members, one (1) of whom will be designated Chief Spokesperson. Either team may bring additional individuals to the table with specific expertise relevant to a particular item being bargained.
- C. The bargaining teams will bargain collectively in good faith within the meaning of Ohio Revised Code Chapter 4117. Before the end of each session, the teams will schedule the time and date of the next session, unless otherwise mutually agreed. Should a team need to cancel a scheduled session, that team's Chief Spokesperson will give the other team's Chief Spokesperson such advance notice of the cancellation as is reasonable under the circumstances.
- D. Unless otherwise mutually agreed, all initial proposals will be submitted at the initial bargaining session and no new issue may be introduced thereafter.
- E. Unless otherwise mutually agreed, bargaining sessions shall be scheduled so as not to interfere with the scheduled work time of any bargaining unit employee. Should the parties agree at any point to bargain during the scheduled work time of a bargaining unit employee, it is mutually recognized and understood that the employee will suffer no loss of pay or benefits as a result.
- F. Each bargaining team may caucus at any time.
- G. Smoking is not permitted at the bargaining table.
- H. Unless otherwise mutually agreed, bargaining sessions will be closed to all news media and to the public. No bargaining session will be taped or otherwise recorded. Each team is responsible for taking its own notes. Should a party wish to issue a press release or statement to the public on the progress of bargaining, a verbatim copy of the release or statement shall be furnished to each of the members of the other party's team at least one (1) work day in advance of going public.
- I. As agreements are reached on particular items, such tentative agreements will be reduced to writing and initialed by each bargaining team's Chief Spokesperson. When tentative agreement is reached on all items, the entire agreement will promptly be submitted to the Union for ratification. If ratified, the entire agreement will then promptly be submitted to the Board for ratification.

- J. If full agreement on a successor agreement is not reached within sixty (60) days following the first bargaining session, either party may request mediation in an effort to achieve a settlement. The parties will mutually request a mediator from the Federal Mediation and Conciliation Service. Unless otherwise mutually agreed, the mediation period will continue for thirty (30) days. Mediation, as provided for in this provision, constitutes the parties' mutually agreed upon alternative dispute resolution mechanism and supercedes and replaces any and all dispute resolution mechanisms appearing in Ohio Revised Code Section 4117.14(C). Should mediation fail to achieve a mutual agreement on all unresolved issues, the provisions of Section 4117.14(D) will apply.
- K. The Board will prepare the completed successor agreement. Each party will then be responsible, at its cost, for making copies for its own use.
- L. By mutual agreement, the parties may preempt the above procedure as necessary to accommodate an alternative bargaining approach such as interest-based bargaining.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is an alleged violation, misapplication, or misinterpretation or violation of a provision(s) of this Agreement.
2. Grievant: A bargaining unit employee who files a grievance or, in the event of a group grievance, the Union.
3. Days: Administrative work days.

B. General Provisions

1. Time Limits: The number of days indicated at each step shall be considered maximum, and every effort should be made to expedite the process. Any time limit may be extended by mutual written agreement. Failure of the employer to process a grievance within the time limit specified shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limit shall result in the grievance being deemed waived and void.
2. Representation: The grievant may have a Union representative present at any formal meeting.
3. Written Decisions: Except at the informal level, all decisions at all steps of the grievance procedure shall be in writing and shall be transmitted promptly to all parties.
4. Reprisals: No reprisals of any kind shall be taken by the Board or any of its agents against any participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or his/her Union representative against the Board or any of its agents by reason of such participation.

C. Procedure

- Step I Within ten (10) days following the act or condition which is the basis of the grievance, the grievant shall first discuss the grievance informally with the immediate supervisor.
- Step II If informal discussion does not resolve the grievance, the grievant may file a written grievance with the immediate supervisor within five (5) days following the informal discussion under Step I. The grievant shall be granted a conference within five (5) days after the supervisor's receipt of the request. The grievant shall be advised, in writing, of the time, place and date of such conference. The immediate supervisor shall respond to the grievance, in writing, within five (5) days after the conference. Copies shall be sent to the grievant, Union President, and Superintendent.

Step III If the Step II decision does not resolve the grievance, the grievant may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written response at Step II shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall respond to the grievance, in writing, within five (5) days after the conference. Copies shall be sent to the grievant, immediate supervisor, and Union President.

Step IV If the Step III decision does not resolve the grievance, the grievant may appeal to the Board within five (5) days of receipt of the Step III response. The appeal shall be in writing and filed with the Board Treasurer. The Treasurer shall place the item on the agenda of the next regular meeting of the Board. If it chooses, the Board may conduct a special meeting to deal with the grievance. The grievant shall have the right to present his/her case, with representation, before either the entire or a subcommittee of the Board in executive session.

The Board shall act on the appeal in public session no later than the next regular Board meeting following the Board meeting at which the grievance was heard.

Step V If the Step IV decision does not resolve the grievance, the grievant may, with the approval of the Union, submit the grievance to arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service within ten (10) days after receipt of the Step IV response. A copy will be mailed to the Superintendent at the same time as to FMCS with return receipt requested or hand-delivered with the date of receipt noted. An arbitrator shall be selected in accordance with the rules of FMCS, using the alternative strike method. The first strike will be determined by the flip of a coin. However, if the Board or the Union desires to strike all the names on the panel of arbitrators and to request a new panel, it may do so no more than once. The arbitrator's decision shall be final and binding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The FMCS's and arbitrator's fees shall be borne by the parties in equal shares.

ARTICLE IV – NON-DISCRIMINATION

Consistent with federal and/or Ohio law, where applicable, the provisions of this Agreement will be applied to employees without discrimination as to age (defined as age 40 or older), sex, marital status, race, color, creed, national origin, religion, political affiliation, disability, or Union activity. In accommodation of the Board's stance that any alleged violation of this Article be resolved in one, and only one, forum, it is agreed that the Board's obligation under Article III of this Agreement to process an allegation of discrimination in any grievance is contingent upon the grievant voluntarily and knowingly executing a written waiver specifying that no comparable claim of discrimination will be filed or pursued under any federal or Ohio statute or in any administrative (such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or State Employment Relations Board), judicial, or other forum; the Board agrees to hold Union harmless in the event of a legal finding of liability against the Union by reason of the operation of this provision.

ARTICLE V – UNION RIGHTS

- A. The Union and its outside accredited representatives may use the Board's buildings at reasonable hours for meetings provided, unless otherwise mutually agreed, that at least 48 hours advance written notice is furnished to the Superintendent, a custodian is regularly scheduled to be on duty during such time, and so long as such meetings do not interfere with the normal conduct of school affairs or previously scheduled activities.
- B. The Union may use the Board's equipment for matters relevant to the bargaining unit--including word processing, duplicating, and audiovisual equipment--at reasonable times when such equipment is not otherwise in use, provided, unless otherwise mutually agreed that at least 48 hours advance written notice is furnished to the Superintendent. The Union will pay the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence, the Union will pay for any necessary repairs.
- C. The Board will provide reasonable bulletin board space in mutually agreed upon areas for use by the Union. Postings will pertain to matters relevant to the bargaining unit and will not include information of a scurrilous or demeaning nature.
- D. The Union President will be furnished a copy of the Board's meeting agenda upon request.
- E. The Union may use the District's mail service and employees' mail boxes for Union communications relevant to the bargaining unit. Such communications will not include information of a scurrilous or demeaning nature.
- F. The Union may use school telephones for official Union business relevant to the bargaining unit at reasonable times, it being understood that the Union will reimburse the Board for any long-distance charges.
- G. Employees regularly scheduled to work an evening shift will be granted time off from work, with no loss in pay, for up to two (2) hours to attend a ratification meeting with respect to a successor agreement to this Agreement. Such time will be granted only to employees eligible to vote at the meeting.
- H. An employee is entitled, upon request, to a Union representative at any investigatory interview that the employee reasonably fears may result in disciplinary action.
- I. The Superintendent will authorize up to a combined total of four (4) days per contract year (July 1 through June 30) to permit duly elected delegates from within the bargaining unit to attend the annual Ohio Federation of Teachers Convention, provided that at least seven (7) calendar days advance notice is given.
- J. If a meeting that involves Union representation of an employee is held by mutual agreement during regularly scheduled work hours, the Board will grant release time to the employee to whom the meeting pertains and to one (1) Union representative. Such release time may be used for the purpose of representing an employee, if requested, at disciplinary

and/or investigatory meetings called by the Administration or for the purpose of presenting and processing grievances under Article III of this Agreement. Unless otherwise mutually agreed, in an arbitration hearing occurring under Article III, release time during regularly scheduled work hours is limited to one (1) grievant, the Union President, and, if subpoenaed, up to two (2) witnesses (for such time as such witnesses are needed to present testimony).

ARTICLE VI – INDIVIDUAL CONTRACTS

If a person is first hired as a regular employee on or after November 1 of a particular school year and is reemployed for the immediately succeeding school year, the employee will receive a one-year contract for such succeeding school year which shall be regarded as the employee's initial contract of employment for purposes of Ohio Revised Code Section 3319.081.

ARTICLE VII – LEAVES

A. Maternity

A leave of absence will be provided for childbirth under the Family Medical Leave Act as specified in Section H of this Article. Any female who does not qualify under Section H will be provided up to six (6) weeks of unpaid leave immediately following the birth of the child and may use any of her accumulated sick leave for this specified leave period.

The need for any absences immediately preceding the birth of a child shall be documented by the attending physician and may, at the discretion of the employee, be either (1) unpaid, or (2) paid and charged against accumulated sick leave.

B. Personal

An employee will be granted up to three (3) unrestricted days of absence, per contract year (July 1 through June 30), for transaction of personal business and/or conduct of personal and civic affairs not covered by sick leave and which cannot be conducted outside of the normal school day. With the exception of emergencies, these days will be based on the availability of substitutes. The following guidelines apply to personal leave days:

1. May not be granted on the work day before or after a holiday except in an emergency situation, i.e., court appearance, house fire, etc.
2. May not be granted the first and last five (5) student days of any school year except for an immediate family event, i.e., attend graduation ceremonies, attend awards assembly, etc.
3. May not be granted for seeking or engaging in gainful employment.

If possible, written request for approval must be submitted at least one (1) week in advance through the immediate supervisor to the Superintendent.

C. Sick

Sick leave is earned at the rate of one and one-fourth (1¼) days per month for a total possible of fifteen (15) days per year, accumulated to two hundred five (205) days. Employees, upon approval of the responsible administrative office of the District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family (See Section G below). Sick leave may be used for doctors/dentists appointments only if such appointments cannot be scheduled outside the work day. Sick leave can only be used in full or half-day increments. If an employee has no accumulated sick leave remaining, the Board will advance a maximum of five (5)

days in any one contract year (July 1 through June 30). The employee will return the advanced days out of future accumulation. If the employee leaves employment prior to repayment of the advanced days, he/she will be obligated to pay back to the District equivalent amounts for the advanced days that have not been regained.

D. General

An employee desiring a leave of absence shall apply in writing to the Superintendent stating the purpose and length of the proposed leave. A leave may be granted upon recommendation by the Superintendent and approved by the Board. All leaves shall be without pay, accumulation of sick leave days, payment of retirement, hospitalization, and insurance. However, an employee may continue the group insurance at his/her own expense while on leave. Premiums will be paid quarterly, the first of which will be deducted from the employee's last pay from the Board prior to the leave. Failure to pay the premium prior to the first day of any quarter will result in termination of the benefits as of that date.

Previously established rights to continuing contract status will be maintained. A year's leave will not vertically advance an employee on the wage schedule. In a case of leave for part of a year, vertical advancement credit will be given only if the employee actually works at least 120 days within the particular contract year (July 1 through June 30).

E. Jury Duty

An employee who is called to jury duty or subpoenaed as a witness in a non-school related case will be paid his/her per diem rate.

F. Assault

1. Leave for employee absences resulting from a physical injury attributable to an assault while the employee is engaged in the performance of job-related duties will be granted without loss of pay and/or benefits.
2. Assault leave will be limited to a maximum of ten (10) work days per contract year (July 1 through June 30), not chargeable to sick leave or personal leave, and will be non-accumulative from year to year.
3. If upon exhaustion of the allowed ten (10) assault leave days, the individual is unable to perform his/her work duties, he/she may apply for sick leave, Workers' Compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for Workers' Compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the Workers' Compensation benefit until such time as the benefit terminates.

G. Bereavement Leave

During each contract year (July 1 through June 30), up to three (3) successive work days will be granted with pay to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business. Immediate family is interpreted to include parent, step-parent, child, step-child, spouse, in-law, sibling, grandparent, grandchild, foster child and any individual living in the same household in permanent residency. It is the employee's responsibility to reasonably determine the number of days that will be necessary. In the event of an additional occurrence within a contract year, up to three (3) additional successive work days may be approved by the Superintendent and will be approved if the occurrence involves the employee's spouse, parent or child.

These days will not accumulate and will not be deducted from sick leave.

During each contract year, if there is a funeral/memorial service for a person not in the immediate family, personal leave may be taken to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose.

H. Family and Medical Leave Act

Eligible employees are entitled to the benefits provided by Federal Family Medical Leave Act of 1993 and in accordance with Board Policy 4430.01.

Such leave will provide for up to a total of twelve (12) workweeks within a year of maintenance of medical benefits (on the same terms as would otherwise apply) by the Board. For purposes of this Section, a "year" is defined as the 12-month period, on an individualized basis, measured forward from the date an employee's first FMLA leave begins. Therefore, leave is calculated by starting the "clock" from the date an employee's FMLA leave commences, and from that date the employee has twelve (12) workweeks available through the immediately following 12-month period.

Example: If FMLA leave starts on December 5, the employee has twelve (12) workweeks available through December 5 of the following year. Once December 5 of the following year arrives, the next 12-month period begins the first time a new FMLA leave is taken.

Employees may, upon mutual agreement, use intermittent leave for the birth of a child or placement of child in foster care, or adoption.

The Board may, on a case by case basis, allow an extra twelve (12) workweeks leave for couples who are employed by the Board who use leave for the birth, placement or adoption of a child.

ARTICLE VIII – PAYROLL PRACTICES

- A. Employees will continue to be paid in twenty-four (24) equal pays per contract year. Employees will be paid by direct electronic deposit. It is mutually understood, as to those employees on direct electronic deposit, that a paper check may still be occasionally needed and will be issued under extenuating circumstances.

B. Dues Deduction for Union Members

Following receipt of written authorization by an employee who so chooses, the Board Treasurer will deduct the periodic dues, fees and assessments imposed by the Union. A written authorization will continue from year (July 1 through June 30) to year unless revoked in writing for the succeeding year by the employee, notice of which revocation must be received by the Treasurer on or between March 1 and June 1 of the year preceding the year in which the revocation is to become effective.

The Board further agrees to remit to the Union Treasurer all dues, fees and assessments deducted from employee's pay beginning the first pay in October and in each consecutive pay period thereafter, for the total of sixteen (16) consecutive pay periods. The Union agrees to provide the necessary information by September 15 of each contract year. New hires will begin having deductions made within 45 days of the date of employment.

The Union agrees to hold the Board harmless with respect to deductions made and paid to it in accordance with the provisions hereof, and in the event deductions shall be made which should not have been made, the Union shall be responsible to return such monies to the employee(s) affected.

Any dispute which may arise as to whether or not an employee properly executed or properly revoked a check-off authorization shall be handled through the grievance procedure appearing in Article III of this Agreement. Until the matter is disposed of, no further deductions shall be made.

Fair Share Deduction for Non-Union Members

As allowed by Ohio Revised Code Section 4117.09(C), all employees who are not members of the Union, and therefore have not authorized the deduction of dues under the above provisions, shall pay, through payroll deductions, a fair share fee for the cost of collective bargaining services. This obligation of non-members commences with the first pay in September, or with the first pay occurring sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The written consent of non-members will not be required as a condition of deduction of the fee.

Procedures consistent with applicable law will be adopted and distributed annually by the Union to all non-members allowing them to (1) annually object to payment of the fair share fee and thereafter receive a rebate and fee reduction, representing that portion of Union dues deemed "non-chargeable" under Ohio and/or federal law, and (2) challenge the manner in which the fee is calculated and obtain a hearing before an impartial arbitrator with respect to such challenge. Upon request, the Union shall provide the Board with a

copy of the procedures adopted to comply with this provision. In the absence of an objection, an amount equal to full Union dues will be deducted from each non-member's pay. The Union will inform the Board within ten (10) days of receipt of a timely objection.

Fair share payments by non-members will be payroll-deducted by the Board and remitted to the Union in the same manner that dues of Union members are deducted.

The Union will submit to the Board's Treasurer at least fourteen (14) days prior to the first pay of each school year the annual notice sent to non-members describing the amount of the fair share fee for the upcoming school year and the rights of non-members to object to or challenge the fee.

The Board will provide the Union President a list of new bargaining unit employees, employees returning from extended leaves of absence, employees granted extended leaves of absence, and separations from the bargaining unit on a timely basis.

The Union agrees to indemnify and hold the Board harmless against any claims or liability arising out of action taken by the Board in compliance with these provisions. If the Board is held responsible for the repayment of moneys paid pursuant to these provisions, the Union, to the extent of those funds actually received, will reimburse same to the Board and/or the bargaining unit employees involved, as applicable.

If any of these provisions is declared by a court to be invalid under Ohio or federal law such provision(s) will be modified by agreement of the parties to comply with legal requirements, and only such provision(s) held to be invalid will no longer be binding on the parties; the balance of these provisions will remain in effect.

Pursuant to Ohio Revised Code Section 4117.09(C), any employee objecting to the payment of fair share fees on religious grounds may make equivalent payments to a nonsectarian charity mutually agreed upon by the objecting employee and the Union, which amount shall be deducted from such non-member's pay by the Board.

- C. For purposes of calculating any overtime that may be due an employee, the employee's work week will be Sunday through Saturday. Hours worked in excess of forty (40) within a work week will be paid at the overtime premium rate of time and one-half. Hours counted within a particular work week toward the 40-hour threshold will include only all hours actually worked and all paid holiday hours within that work week. Overtime hours may not be worked without advance supervisory authorization and the Board will not be required to award any employee a position or combination of positions whose aggregate regular work hours within a work week exceed forty (40). Compensatory time in lieu of overtime pay will be approved by the employee's immediate supervisor if requested in advance of performing the overtime work; compensatory time must be taken with reasonable promptness following its accrual and at a time mutually agreed upon by the employee and supervisor.
- D. The Board agrees to continue to "pick up" required employee contributions to S.E.R.S. using the salary reduction method that results in no additional cost to the Board and a tax benefit to employees.

- E. An employee with advanced approval or who is required to use his/her personal vehicle on school-related business within the course of the work day will be reimbursed for mileage at the rate of forty cents (\$0.40) per mile upon submission of appropriate documentation to the Board's Treasurer. This Section does not apply to commuting mileage to and from work. If an employee uses his/her vehicle on school-related business on his/her way to or from work, this Section applies only to the extent, if any, that such use adds miles to the vehicle above and beyond what would have occurred by virtue of the employee's normal commute. The Board will not require that custodians use personal vehicles for transporting school-related supplies during the work day. A Board-owned vehicle will be provided for this purpose or the Board will adjust the drop-off point for such supplies.
- F. An employee specially called in for an emergency will be paid a minimum of one (1) hour for the call-in at the employee's regular or overtime rate, whichever applies. This Section does not apply to the holdover of an employee beyond the normal quitting time of his/her work day.
- G. The Treasurer will provide each employee with an annual notice of salary no later than the first regularly scheduled payday in September. Accrued and unused sick leave and vacation days, where applicable, will continue to be shown on the employee's pay stubs. An employee may request from the Treasurer, in writing, updated information on an individual basis, which request will be responded to, in writing, within twenty (20) work days. This Section supersedes Ohio Revised Code Section 3319.082.
- H. An employee who is required by the immediate supervisor or the Administration to attend a meeting will be compensated for such meeting at the employee's regular rate of pay. It is mutually understood that this provision does not apply if an employee chooses to attend a meeting where the employee's attendance is not mandatory.

ARTICLE IX – VACATIONS/HOLIDAYS

- A. The Board will grant to each eligible employee vacation leave with pay in accordance with Ohio Revised Code Section 3319.084 with the additional understanding that the employee's number of annual vacation weeks relative to years of service is as follows:

1-9 years of service	2 weeks
10-15 years of service	3 weeks
16 or more years of service	4 weeks

"Eligible employee" for this purpose means an employee who is regularly in service for not less than eleven (11) months in each calendar year.

- B. The Board will grant to each employee the following holidays with pay in accordance with Ohio Revised Code Section 3319.087:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day (12-month employees only)
Labor Day
Thanksgiving Day
Christmas

In addition, on the following days employees will not be required to report to work:

Good Friday
Friday after Thanksgiving
Christmas Eve Day (or one other day during the week of Christmas /New Year's)

ARTICLE X – SEVERANCE PAY

- A. At service retirement, severance pay will be granted to an employee for sick leave accumulated in his/her primary position of employment. The retiree will be reimbursed at his/her daily rate at the time of retirement. The employee will receive payment for one-third (1/3) of the accumulated days. The maximum number of paid days will be thirty (30).

An additional severance pay will be granted at retirement according to the following scale:

Ten (10) through fifteen (15) years in the District - forty-five (45) days maximum.

Sixteen (16) or more years in the District - fifty (50) days maximum.

This payment will be made within two and one-half (2-1/2) months after the effective date of retirement as certified by the SERS.

- B. Once an employee has reached two-hundred (200) days of accumulated sick leave at the beginning of a school year he/she will be eligible to earn bonus severance days. During that school year he/she will receive one (1) bonus severance day for each semester (that is, from July 1 through the end of the first semester and from the start of the second semester through June 30) he/she did not use any sick leave days. These bonus severance days will be recorded and paid in addition to any amount obtained in Section A above. Effective with the 1996-97 school year, at retirement, bonus severance days will be paid at the daily rate of the employee in the year they were earned. Any bonus days earned prior to the 1996-97 school year will be paid at his/her daily rate at the time of retirement.

The maximum number of bonus severance days that may be earned is twenty-five (25).

ARTICLE XI – SENIORITY

- A. Seniority is defined as uninterrupted length of continuous service, irrespective of whether such service is full-time or part-time, with the Board as a regular employee, measured from the employee's first day actually worked in a bargaining unit position. For this purpose, authorized leaves of absence, periods of layoff, and any period of non-bargaining unit service with the Board will not constitute a break or interruption in seniority; however, with respect to any full contract year (July 1 through June 30) following one's initial employment as a regular employee in a bargaining unit position, the employee will receive a full year of seniority credit if the employee actually works at least 120 days within that contract year, and the employee will receive no seniority credit for that contract year if the employee actually works fewer than 120 days within the year. If two (2) or more individuals have equal seniority, the following criteria will apply to break the tie:
- (1) The date of the Board meeting at which the employee was hired, then by
 - (2) The date on which the employee submitted a completed application for a bargaining unit job, then by
 - (3) Total SERS service credit.
- B. By not later than October 1 of each year, the Board will provide to the Union President an up-to-date seniority list of all bargaining unit employees, a copy of which will be posted for not less than ten (10) calendar days in each building lounge, kitchen, central office area, and the bus garage. Should an employee believe the list is inaccurate as to him/her, the issue may be grieved under Article III of this Agreement. If not timely grieved, the employee's seniority, as shown on the list, will be deemed conclusive. With respect to any subsequent year, a grievance challenging the employee's seniority credit will be limited in scope to whether seniority was properly credited as to that particular year.
- C. A newly hired employee will receive an initial one (1) year contract of employment followed by, if re-employed, a two (2) year contract followed by, if re-employed, a continuing contract.

However, if the employee is first hired as a regular employee on or after November 1 of a contract year and is re-employed for the immediately succeeding school year, it is mutually understood that the employee will receive a one-year contract for such succeeding school year which shall be regarded as the employee's initial contract of employment for purposes of the first paragraph of this Section.

ARTICLE XII – VACANCIES

- A. A "vacancy" occurs when an employee retires, resigns, is terminated, is nonrenewed, dies, transfers out of a position, goes on an approved leave of absence for one (1) full work year or more, or severs employment with the Board for any other reason.
- B. If the Board determines to fill a vacancy or creates a new bargaining unit job, the vacancy or new job will be posted for a period of not less than five (5) administrative work days at each building lounge, kitchen, central office area, and the bus garage. Interested employees must give written notice of such interest to the Superintendent within the posting period. The posting will contain the job title, approximate starting date if known, whether the job is for fewer daily work hours than a normal work day for such a position, and such other information as the Superintendent deems relevant. Employees who apply for the posted vacancy or new job will be given consideration. With respect to summer postings, the Board will furnish employees not regularly scheduled to work in the summer a form at least ten (10) administrative work days prior to the end of the student year on which the employee can specify if he/she wishes to be informed of posted positions and, if so, whether such notice should be furnished by mail or email. The employee is responsible for stating an accurate mailing or email address on the form, whichever is applicable. If the completed form is not turned in to the Superintendent by the last day of the student year, the Board will have no obligation to notify the employee of summer postings.
- C. If a posted vacancy or new job is awarded under this Article to a current employee, the Superintendent, after expiration of the probationary period identified in Section E below, will contact the Union President to discuss an expedited bid process for the purpose of filling a vacancy(ies) resulting from an employee moving into a different position. If use of the expedited bid process is mutually agreed upon, the resulting vacancy(ies) will be filled at one (1) meeting called by the Superintendent for this purpose. Within the affected classification, the resulting vacancy(ies) will be awarded on a seniority basis to the person(s) in attendance who wish to move from their currently held position(s).
- D. An employee awarded a position under this Article that is in a different classification will be placed at the initial step of the wage schedule for the new classification, except that the employee will be credited with prior years of work experience (if any) in that classification or a comparable position with some other employer. If the position is filled from outside the bargaining unit, the new employee will be placed at the initial step of the wage schedule for the position unless the Superintendent considers prior work experience to be relevant to the classification and recommends to the Board placement of the employee at a higher step. The Union President, upon request, will be furnished any documentation and reasons used by the Superintendent for placing the employee higher than at the initial step.
- E. An employee awarded a position under this Article will have a probationary period of ten (10) scheduled work days during which the employee may opt to return to his/her prior position or the Board may return the employee to his/her prior position. It is mutually understood that the Board may fill the employee's vacated position with a substitute during this probationary period.

ARTICLE XIII – REDUCTION IN FORCE

The following procedures shall govern any reduction in force implemented under Ohio Revised Code Section 3319.172:

- A. The number of people affected will be kept to a minimum by not employing replacements, insofar as practicable, for employees who resign, retire, or otherwise vacate a position. Prior to any reduction in force, the Superintendent and Union President will meet to discuss the reduction and, where feasible, any alternatives. Prior to a forced reduction in an affected classification, the Board will consider voluntary layoffs within the affected classification.
- B. Whenever a layoff under Section 3319.172 occurs, affected employees will be laid off accordingly to seniority, as defined in Article XI of this Agreement, with the least senior employee laid off first. A preference, however, will be given to employees within the affected classification who have continuing contract status.
- C. Prior to the effective date of layoff, the Board will prepare and post in a conspicuous place a list containing the names, seniority dates, and classifications of those employees that are to be laid off. Each such employee will be given at least fourteen (14) calendar days advance notice of the layoff, unless the reason for layoff is the return to duty of a regular employee from a leave of absence in which case notice will be given to the affected employee as soon as practicable under the particular circumstances. Each notice of layoff will state the following:
 - 1. Reason for layoff;
 - 2. Effective date of layoff; and
 - 3. A brief statement advising the employee of his/her rights of reinstatement from the layoff.

This Section does not preclude the partial suspension of an employee's contract in accordance with Section 3319.172.

- D. The Board will prepare a recall list for each affected classification and the names of all laid-off employees in such classification who are on probationary contract status will be placed on the recall list in the reverse order of layoff and then the names of all such employees on continuing contract status in reverse order of the layoff. Recall to an available position within the affected classification will be made from this list before any vacancy in the classification is posted or filled by a transferred or new employee.
- E. An employee's name shall remain on the recall list for a period of twenty-four (24) months from the effective date of layoff. If recalled from layoff during this period, such employee will be furnished a notice of recall by either hand-delivery or certified mail. For this purpose, it is the employee's responsibility to keep the Board informed of an accurate residential address. If a laid-off employee does not accept recall within seven (7) calendar days following personal receipt by the employee of notice of recall, the employee will be

deemed to have forfeited recall rights under this provision except that a forfeiture will not occur by reason of declining recall to a position requiring fewer regularly scheduled hours of work than required by the position last held by the employee before layoff.

ARTICLE XIV – PROVISIONS FOR PARTICULAR CLASSIFICATIONS

- A. Cooks with a normally assigned workday of five (5) hours or more will receive a half-hour duty-free unpaid meal period. It is mutually understood that this period may be interrupted only in the event of extraordinary or unanticipated circumstances of an urgent nature.

Cooks' Helpers with a normally assigned workday of less than five (5) hours will not be assigned or required to take a meal period; this provision does not preclude Cooks' Helpers from eating a school cafeteria meal, free of charge and within their assigned paid hours, where time permits.

- B. If an educational assistant (formerly teacher's aide) is assigned to a student who has a record of violent or sex-related offenses, the employee will be notified of such record at the beginning of the assignment.

An educational assistant will not be required to teach a class without the presence of a certificated/licensed teacher except under extraordinary or unanticipated circumstances of an urgent nature.

An educational assistant with a normally assigned workday of seven (7) hours or more will receive a half-hour duty-free unpaid meal period. It is mutually understood that this period may be interrupted only in the event of extraordinary or unanticipated circumstances of an urgent nature. An educational assistant with a normally assigned workday of less than seven (7) hours will continue to be able to eat a meal, within the employee's assigned paid hours, where time permits.

- C. Bus drivers will be paid the field trip rate for attendance at the four (4) hours in-service required by law per contract year.

With respect to advanced and defensive driving training, including ROAD-E-O, if a driver applies for and is approved for such training, the Board will pay the applicable entrance/tuition fee.

With respect to a driver's pre-service initial State certification or subsequent recertification, the Board will pay the applicable classroom fee. The Board will also continue to pay the cost of required driver abstracts and the cost of the driver's pre-employment drug test.

When a driver is required to take a random drug test after employment has started that conflicts with the employee's regular route or other school-related duties, the employee will not suffer a loss in pay attributable to time spent taking the test. If the test occurs outside the time of the employee's regular route or other school-related duties, the employee will be paid for one and one-half (1-1/2) hours at the field trip rate. The driver will either be permitted to drive a Board-owned vehicle to and from the testing site or be reimbursed for mileage, upon submission of appropriate documentation to the Treasurer, at the rate of forty cents (\$0.40) per mile.

When a driver is required to take a reasonable suspicion or post-accident drug test that conflicts with the employee's regular route or other school-related duties, the employee will not suffer a loss in pay attributable to time spent taking the test only if the test result is negative. If the test occurs outside the time of the employee's regular route or other school-related duties, the employee will be paid for one and one-half (1-1/2) hours at the field trip rate only if the test result is negative. The Board will be responsible for transportation to and from the testing site.

- D. Any newly created or vacated bus route (including any vocational or special education route) will be bid by seniority with the senior qualified driver bidding first. A driver may bid on only one (1) route at a time until all other drivers on the seniority list have had an opportunity to bid on the route. This Section does not preclude the Administration from filling a route with a substitute driver through the end of the school year if the vacancy occurs after the first semester.
- E. If, because of a change in demographics or some other factor, the duration of a restructured regular bus route deviates significantly from the customary range for regular routes in the District, the Union or Administration may refer the matter to the Labor-Management Committee established under Article XIX of this Agreement for consideration of whether an adjustment in compensation or otherwise is warranted.
- F. All custodial overtime and weekend work will be offered to the regular custodians by seniority on a rotational basis prior to being offered to substitutes.

ARTICLE XV – CO-CURRICULAR AND EXTRA-CURRICULAR TRIPS

The following procedures govern the assignment of bargaining unit bus drivers with respect to co-curricular and extra-curricular trips (i.e., FFA, FCCLA, music department, athletic events, and field trips):

- A. A one (1) hour minimum applies to all co-curricular and extra-curricular trips.
- B. With respect to co-curricular and extra-curricular trips, drivers with a child or grandchild who is enrolled in a District school and who is also participating in the event to which the trip pertains will receive the first right to drive such trips. If two (2) or more drivers each have such a child or grandchild as to a particular trip, that trip will be assigned among such drivers on a rotating seniority basis.
- C. With respect to co-curricular and extra-curricular trips not addressed in Section B above, the Transportation Supervisor will establish two (2) rotating seniority boards: (1) an evening/weekend board that will include any trip scheduled to start after the end of the normal student day, and (2) a daytime board that will include any trip scheduled to start during the normal student day (regardless of when the trip ends). Prior to September 1st of each school year, all drivers will be canvassed to determine which drivers wish to be placed on the board. The most senior driver among those who opt to be included on the board will be placed at the top of the board and the least senior such driver will be placed at the bottom of the board. After the start of the student year, a driver may opt to be placed on the board or removed from the board for the remainder of that year, but only in response to a material change in the driver's personal circumstances; a driver who thus opts to be placed on the board will, upon written notice to the Transportation Supervisor, be placed at the bottom of the names of the drivers already on the board. Trips will be offered to those drivers whose names appear on the board on a rotating seniority basis, with the understanding that a driver who refuses a trip must wait for another opportunity until all other drivers on the board have had the opportunity to accept a trip. Drivers are responsible for regularly checking their status on the board. Drivers will, when practicable, be given at least one (1) week notice, in order of receipt, of available trips.

In recognition that some extra-curricular trips can arise or be rescheduled with short notice, each driver is responsible for furnishing the Transportation Supervisor with a current telephone number. In a case where telephonic notice is used, a busy signal, failure to answer, or recorded message will be construed as a declination of the trip in question. The Transportation Supervisor will also make a personal phone number available to the drivers.

If a driver declines three (3) consecutive trip offerings, the Transportation Supervisor will ask the driver if he/she wishes to be retained on the board. If the driver answers in the affirmative and then declines the next two (2) consecutive trip offerings, the driver's name will be removed from the board for the remainder of that year. For purposes of this paragraph only, in a case where telephonic notice is used a busy signal, failure to answer, or recorded message will not be counted against the driver as to the final two (2) trip offerings.

- D. A driver may take a co-curricular or extra-curricular trip that conflicts with his/her regular AM and/or PM route provided a substitute is available to drive the regular route(s) affected. If a driver also has a regular secondary non-driving District work assignment, and the trip conflicts with that secondary assignment, it is also understood that a substitute must be available to work that secondary assignment. If a co-curricular or extra-curricular trip is canceled before its departure time, the driver will drive his/her regular route(s) and perform any regular secondary assignment, as applicable.

For pay purposes under this Section, the Board will continue to pay the driver's regular route pay for any regular route not driven because of the trip and then pay the trip rate specified in Section H below for hours worked outside the normal time of the route. If a regular secondary non-driving work assignment is not worked because of the trip, the Board will continue to pay, as to the normal time of such assignment, either the trip rate specified in Section H below or the employee's regular rate for the secondary assignment, whichever is higher.

If a co-curricular or extra-curricular trip does not conflict with the driver's regular route(s) and/or secondary assignment and the trip is canceled on such short notice that the driver is in route or has reported for duty, the driver will be paid one (1) hour at the trip rate specified in Section H below.

- E. If, by reason of a good-faith error in the implementation of Sections B through D above, a driver is bypassed as to a particular co-curricular or extra-curricular trip, the parties will attempt to remedy the error by means of a reasonably prompt make-up opportunity for the affected driver. If a make-up opportunity is not practicable, or the parties dispute whether such an opportunity will adequately remedy the error, the matter is reviewable first by the Labor-Management Committee established under Article XIX of this Agreement and, if not there resolved, it will move to the grievance procedure appearing in Article III of this Agreement. In such event, the grievance will be expedited to Step IV of Article III, Section C.
- F. If requested, directions and a map will be furnished to the driver assigned to a co-curricular or extra-curricular trip.
- G. While on a co-curricular or extra-curricular trip, the driver will not routinely be assigned additional duties beyond those involved in transporting participants to and from the site of the event. This Section, however, does not preclude incidental or occasional duties during non-driving time or in response to unusual circumstances that may evolve on a particular trip. With respect to trips in excess of two (2) hours duration, the driver will receive, subject to interruptions of an emergency nature that may arise, a minimum of forty-five (45) minutes of uninterrupted time prior to departure from the destination back to the District, inclusive of any required pre-trip inspection time.

H. Co-curricular and extra-curricular trips will be paid at the following hourly rate:

\$ 9.02 for the 2006-07 school year;

\$ 9.21 for the 2007-08 school year;

\$ 9.39 for the 2008-09 school year.

- I. It is mutually recognized that urgent circumstances may occasionally evolve (such as a last-minute inability of the assigned driver to take a trip, an unanticipated rescheduling of an athletic event postponed because of weather or other adverse conditions, etc.) that warrant deviations from strict adherence to the provisions of this Article in order to ensure adequate trip coverage. After any such case, the Transportation Supervisor will, upon request, disclose and discuss the circumstances with the Transportation Department Union Representative in an effort to achieve a common understanding as to what happened and why, and as to how, if at all, such circumstances should affect future situations that may arise. If the issue cannot be resolved, the matter will be referred to the Labor-Management Committee established under Article XIX of this Agreement.
- J. If no bargaining unit bus driver whose name appears on the rotating seniority board established under Section C above accepts a particular co-curricular or extra-curricular trip, the Transportation Supervisor will attempt to cover the trip with a substitute driver. If no substitute will take the trip, the Transportation Supervisor will assign the trip to the least senior bargaining unit driver whose name appears on the board.
- K. This Article does not preclude the Board from continuing to transport participants to and from a co-curricular or extra-curricular trip site with a coach or volunteer, where practicable.
- L. For purposes of this Article, it is mutually understood that "bargaining unit bus drivers" do not include substitute drivers including bargaining unit employees regularly assigned to non-driving jobs who occasionally substitute drive for the Board.

ARTICLE XVI – PHYSICAL EXAMINATIONS

If an employee is required to have a physical examination, the Board will pay the full cost of such examination, provided the employee goes to the doctor with whom the Board has established a relationship for this purpose. If the employee elects to go to his/her own doctor, the Board, upon the submission of appropriate documentation to the Board's Treasurer, will reimburse the employee for either the actual cost to the employee of the examination (after any insurance contribution toward the cost that may apply) or the amount the Board would have paid had the employee used the Board's doctor, whichever is less.

Should the Board have a reasonable basis for questioning the employee's doctor's conclusion, the Board will at that point pay the full cost of a second examination by the doctor with whom the Board has established a relationship with for this purpose. Should a dispute between doctors still exist, a mutually agreed upon third doctor will be selected, at Board expense, whose conclusion shall be final.

ARTICLE XVII – PASSES TO SCHOOL-SPONSORED EVENTS

Each employee will receive a Cory-Rawson general admissions pass to all Board-sponsored home functions/activities. At the employee's annual option, the employee will be provided with an additional pass(es) without charge for either (1) a guest, or (2) the employee's spouse and school age (high school and below) children at home sports events only. Excluded from the use of the pass(es) are all Ohio High School Athletic Association Tournament games, and any function/activity at the Cory-Rawson Schools in which proceeds are shared by participating schools. The pass(es) exclude(s) any meal functions and is good for admission only.

ARTICLE XVIII – OCCUPATIONAL SAFETY

Disputes over occupational safety will be addressed under Ohio Revised Code Chapter 4167 and are not reviewable under Article III of this Agreement. This Article is not intended to preclude the informal discussion and resolution of safety issues at the lowest possible supervisory level or by the Labor-Management Committee established under Article XIX of this Agreement after consideration of the matter by all relevant lower-level supervisor(s).

ARTICLE XIX – LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee will meet on the first Tuesday of October, December, March, and May if needed. Other meetings may be called if necessary by either party. Prior to each meeting, the Union President and the Superintendent will meet to mutually establish an agenda. The membership of the Committee will consist of the Superintendent, Treasurer, and two (2) Board members, the Union President and three (3) other bargaining unit employees (chosen by Union in such a way as to represent a fair cross-section of the bargaining unit). The purpose of the Committee is to discuss common concerns of either the Union or the Board and if possible reach decisions by the use of consensus. If the Committee's meeting conflicts with the regular work schedule of a bargaining unit employee, it is understood that the employee will suffer no loss in pay by reason of his/her attendance.

ARTICLE XX – EMPLOYMENT OF RETIREES

- A. This Article governs the terms and conditions of employment of any S.E.R.S. or other retiree whom the Board may regularly employ in a position that falls within the bargaining unit described in Article I of this Agreement. It is mutually understood that there is no guarantee of employment for any retiree and that the Administration will consider such employment only under extraordinary circumstances where qualified available candidates for a position are in short supply or deemed unsuitable. Except as otherwise specified below, any regularly employed retiree will become a bargaining unit employee upon employment and be subject to the provisions of this Agreement.
1. For placement purposes on the employee wage schedule, the employee will receive three (3) years of vertical credit. If subsequently reemployed, this wage schedule placement will be maintained.
 2. The employee will receive a one-year contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded another one-year contract. In no event will the employee qualify for a multi-year or continuing contract.
 3. The employee's contract awarded under Paragraph 2 above will automatically nonrenew as of the end of the school year without the necessity of Board action or notice. The procedures appearing in Ohio Revised Code Section 3319.083 do not apply to such nonrenewal. The nonrenewal may not be challenged under Article III of this Agreement or otherwise challenged.
 4. The Administration may choose to evaluate, but is not required to evaluate, the employee. If the Administration chooses to evaluate, the evaluation instrument applicable to bargaining unit employees will be the instrument utilized.
 5. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
 6. Upon employment, the employee will be credited with zero (0) days of sick leave. Thereafter, the employee will receive sick leave in accordance with Ohio Revised Code Section 3319.141 except that in no event will the employee accrue more than a maximum of fifteen (15) days.
 7. The employee is not eligible to participate in insurance fringe benefits offered under Article XXIII of this Agreement, unless S.E.R.S., by change in its rules, precludes the employee from participating in such benefits offered through S.E.R.S. If S.E.R.S. thus changes its rules, the employee may thereupon elect to participate in benefits offered by the Board under this Agreement.

8. The employee will in no event qualify for severance pay or personal leave incentive under this Agreement.
- B. The provisions of this Article prevail over any inconsistent terms that may appear elsewhere in this Agreement or in the Ohio Revised Code. It is mutually recognized that the requirements of Ohio Revised Code Section 3309.345 are not affected by this Article.

ARTICLE XXI – NO STRIKE/NO LOCKOUT

For the duration of this Agreement, neither the Union, its agents, nor the employees represented by the Union shall engage in any strike, slowdown or withholding of services designed to interfere with the normal operations of the District. Nor will the Board or Administration lock out bargaining unit employees for the duration of this Agreement.

ARTICLE XXII – DISCIPLINE

- A. The Board and Administration agree to follow traditionally recognized principles of progressive discipline with the traditional understanding that some or all preliminary levels may be bypassed depending on the severity of the offense and any other relevant surrounding circumstances. The disciplinary levels are:
- Verbal warning (documented by the immediate supervisor or Superintendent)
 - Written reprimand (by the immediate supervisor or Superintendent)
 - Suspension without pay (by the Superintendent)
 - Termination (by the Board).
- B. No employee will be disciplined by the Board or Administration arbitrarily or capriciously. It is further understood that any suspension without pay or termination will be for a violation of written Board rules and regulations or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.
- C. The provisions of this Article supersede and replace the procedures of Ohio Revised Code Section 3319.081(C). Discipline imposed under this Article is reviewable exclusively under the grievance procedure appearing in Article III of this Agreement with the recognition that the Board has the burden of proof. The renewal or nonrenewal of an employee's contract prior to attainment of continuing contract status will continue to be governed by Ohio Revised Code Section 3319.083.

ARTICLE XXIII – INSURANCE

A. Medical Insurance

With respect to medical insurance benefits, effective with July 2010 coverage and for the remainder of this Agreement all employees on the District's former Plan B will be moved to Plan C and the coverage and benefit levels of Plan C will be as described in Appendix C of this Agreement.

The Board will pay ninety percent (90%) of the monthly cost for Plan C (family or single coverage) for each full-time employee who chooses to participate; effective with coverage for July 2011 and thereafter, the Board's contribution will be adjusted to eighty-nine percent (89%) of the monthly cost for Plan C. If an employee chooses Plan A (family or single coverage), the Board will pay toward the monthly cost the same dollar amount that the Board would have paid if the employee had been on the District's former Plan B.

It is further understood that, effective with July 2010 coverage, the Board intends to implement an employer-funded Section 125 Plan, with funding of such Plan for each full-time (at least 6 hours per day) bargaining unit member on Plan C to be in an amount equal to the difference between the annual maximum aggregate exposure of the employee to deductible and coinsurance out-of-pocket obligations under the former Plan B and the employee's annual maximum aggregate exposure for such obligations under Plan C; funding under this provision for a part-time employee will be a percentage of the above amount equal to the percentage of time worked. The administration and usage of this Section 125 Plan will be in accordance with the legal rights and requirements that apply to such a Plan. The purpose of this Section 125 Plan is to shield an employee on Plan C against personal exposure for deductible and coinsurance out-of-pocket obligations arising under Plan C above and beyond the exposure for such obligations the employee would otherwise experience under former Plan B. If for any reason the Board does not fulfill this purpose through implementation of an employer-funded Section 125 Plan, the Board will fulfill this purpose and shield the employee by reimbursing the employee for deductible and coinsurance out-of-pocket obligations arising under Plan C above and beyond what such obligations would otherwise have been under former Plan B. The Board will also take all steps necessary to ensure that, in bargaining for a successor contract to this Agreement, a return to Plan B is an option should the parties mutually agree to do so.

For part-time employees, the Board will pay a percentage of the above costs equal to the percentage of time worked.

If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the monthly cost for either one (1) Plan A family coverage or two (2) Plan C single coverages. Participation in the Medical Insurance Waiver Pool is not available when both spouses are employed by the Board. An employee who elects to participate in family or single medical insurance (either

Plan A or Plan C) will be furnished a prescription drug card by the medical insurance provider.

As to any enrollee hired on or after July 1, 2009 who is eligible for and takes Board-provided medical insurance family coverage, if the enrollee has a spouse who can obtain medical insurance benefits through the spouse's employer or the spouse's retirement plan, the spouse must take at least single coverage through that employer or plan as primary coverage and the enrollee's family coverage through the Board will, as to the spouse, be secondary only.

It is mutually recognized and understood that withholding of the employee's contribution toward the October monthly cost of insurance occurs with the preceding September payrolls.

B. Dental Insurance

The Board will pay ninety-five percent (95%) of the full cost of family or single dental insurance for each full-time employee. For part-time employees, the Board will pay a percentage of the above costs equal to the percentage of time worked. If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the dental premium.

C. Life Insurance

The Board shall pay the cost of Thirty Thousand Dollars (\$30,000.00) life insurance for all full-time employees who wish to participate. For part-time employees, the Board will pay a percentage of the cost equal to the percentage of time worked.

If the employee desires more life insurance coverage, he/she must pay the additional premium.

D. Vision Insurance

The Board will pay the full cost of family or single vision care insurance, which includes annual examinations, for each full-time employee. For part-time employees, the Board will pay a percentage of the above costs equal to the percentage of time worked.

E. Cafeteria Plan

The Board will continue to provide premium conversion, flexible spending accounts and dependent care accounts for employees.

F. Insurance Carriers

The Board may change medical, dental, life and/or vision insurance carriers if coverage is equal to or better than the current coverage.

G. Waiver of Coverage

The Board will establish a Medical Insurance Waiver Pool for the purpose of determining the cash stipend to be paid to all full-time employees who decide to waive their medical insurance coverage provided by the Board. This stipend is not available when both spouses are employed by the Board.

A written waiver must be presented to the Treasurer only during the open insurance enrollment period in the month of September each year. If an employee has need to resume the medical insurance program, he/she can do so only for the following reasons spelled out by the carrier: adoption, birth, death, divorce, marriage, legal separation, spouse's employment status from full-time to part-time or vice versa, significant change in the spouse's health coverage at his/her place of employment or loss of other group coverage. These reasons will be provided by the medical insurance carrier. Employees who resume the medical insurance program of the Board will be ineligible to receive the stipend for that year. The stipend will be paid out to each participant by the 15th of November following the October to September period of participation. The stipend will be paid only if the employee has fulfilled the entire contract for the previous school year. Any employee who waives medical insurance will have an amount put into the Waiver Pool equal to the Board contribution toward the appropriate Plan B. The stipend for eligible new employees will be on a pro-rated basis following the September 30th closing date.

Each October, the Board will place into the Medical Insurance Waiver Pool fifty percent (50%) of the total yearly amount of its share (based on the previous plan year's premium) for each family/single coverage waived. No amount will be provided by the Board for those employees who, as of May 1, 1996, had no insurance coverage; however, they will be accorded single status for the purpose of receiving the stipend. In the month of October each year, the Treasurer will determine the stipend to be paid out on the basis of the coverage carried on May 1, 1996, with the family stipend being one hundred twenty-five percent (125%) of the single stipend.

- H. For purposes of this Article, "full-time employee" means an employee regularly scheduled to work at least six (6) hours per day.

ARTICLE XXIV – MANAGEMENT RIGHTS

- A. The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE XXV – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals on any subject. The understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire agreement between them and settles all issues on all matters.

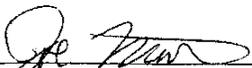
Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the District as prescribed by law.

ARTICLE XXVI – CONFLICT WITH LAW/MID-TERM BARGAINING

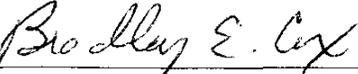
If any provision of this Agreement is either mutually considered by the parties to be contrary to law, or found by a court or State Employment Relations Board (SERB) precedent to be contrary to law, all other provisions of this Agreement will remain in force and effect. As to the provision deemed contrary to law, representatives of the parties will promptly meet for the purpose of attempting to achieve consensus on how to resolve the issue. If mid-term bargaining on some other matter is either mutually agreed to or required under court or SERB precedent, representatives of the parties will likewise promptly meet for the purpose of attempting to achieve mutual agreement on the matter at issue. If mutual agreement is not achieved, the parties will comply with any applicable legal precedent.

ARTICLE XXVII – DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2010, and shall remain in full force and effect through the thirtieth (30TH) day of June 2012.



Board President

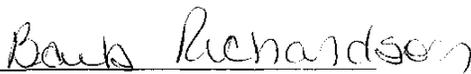


Superintendent

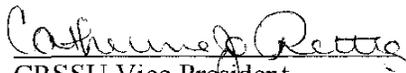


Treasurer

9/20/10
Date



CRSSU President



CRSSU Vice President

9/30/10
Date

Appendix A

2010-11 0% increase

	High School Secretary		Middle/Elem Secretary		Custodian		Aide		Bus Driver		Cook		Cooks' Helper		Cook's Helper/Cashier		Mechanic/ Grounds	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	16,260	1.000	13,588	1.000	26,872	1.000	11,560	1.000	7,972	1.000	10,441	1.000	3,996	1.000	6,805	1.000	24,720
1	1.060	17,236	1.060	14,403	1.060	28,484	1.050	12,138	1.060	8,450	1.020	10,650	1.020	4,076	1.020	6,941	1.060	26,203
2	1.120	18,211	1.120	15,219	1.120	30,097	1.100	12,716	1.070	8,530	1.040	10,859	1.040	4,156	1.040	7,077	1.120	27,686
3	1.180	19,187	1.180	16,034	1.180	31,709	1.150	13,294	1.080	8,610	1.060	11,067	1.070	4,276	1.070	7,281	1.180	29,170
4	1.240	20,162	1.240	16,849	1.240	33,321	1.200	13,872	1.100	8,769	1.080	11,276	1.140	4,555	1.140	7,758	1.240	30,653
5	1.320	21,463	1.320	17,936	1.380	37,083	1.250	14,450	1.120	8,929	1.120	11,694	1.160	4,635	1.160	7,894	1.380	34,114
6	1.325	21,545	1.325	18,004	1.385	37,218	1.255	14,508	1.125	8,969	1.125	11,746	1.165	4,655	1.165	7,928	1.385	34,237
7	1.330	21,626	1.330	18,072	1.390	37,352	1.260	14,566	1.130	9,008	1.130	11,798	1.170	4,675	1.170	7,962	1.390	34,361
8	1.335	21,707	1.335	18,140	1.395	37,486	1.265	14,623	1.135	9,048	1.135	11,851	1.175	4,695	1.175	7,996	1.395	34,484
9	1.355	22,032	1.355	18,412	1.410	37,890	1.285	14,855	1.150	9,168	1.150	12,007	1.190	4,755	1.190	8,098	1.410	34,855
10	1.360	22,114	1.360	18,480	1.415	38,024	1.290	14,912	1.155	9,208	1.155	12,059	1.195	4,775	1.195	8,132	1.415	34,979
11	1.365	22,195	1.365	18,548	1.420	38,158	1.295	14,970	1.160	9,248	1.160	12,112	1.200	4,795	1.200	8,166	1.420	35,102
12	1.370	22,276	1.370	18,616	1.425	38,293	1.300	15,028	1.165	9,287	1.165	12,164	1.205	4,815	1.205	8,200	1.425	35,226
13	1.375	22,358	1.375	18,684	1.430	38,427	1.305	15,086	1.170	9,327	1.170	12,216	1.210	4,835	1.210	8,234	1.430	35,350
14	1.395	22,683	1.395	18,955	1.445	38,830	1.325	15,317	1.185	9,447	1.185	12,373	1.215	4,855	1.215	8,268	1.445	35,720
15	1.400	22,764	1.400	19,023	1.450	38,964	1.330	15,375	1.190	9,487	1.190	12,425	1.220	4,875	1.220	8,302	1.450	35,844
16	1.405	22,845	1.405	19,091	1.455	39,099	1.335	15,433	1.195	9,527	1.195	12,477	1.225	4,895	1.225	8,336	1.455	35,968
17	1.410	22,927	1.410	19,159	1.460	39,233	1.340	15,490	1.200	9,566	1.200	12,529	1.230	4,915	1.230	8,370	1.460	36,091
20	1.430	23,252	1.430	19,431	1.475	39,636	1.360	15,722	1.215	9,686	1.215	12,686	1.235	4,935	1.235	8,404	1.475	36,462
23	1.435	23,333	1.435	19,499	1.480	39,771	1.365	15,779	1.220	9,726	1.220	12,738	1.240	4,955	1.240	8,438	1.480	36,586
26	1.440	23,414	1.440	19,567	1.485	39,905	1.370	15,837	1.225	9,766	1.225	12,790	1.245	4,975	1.245	8,472	1.485	36,709

Vocational Route Driver Rate: \$18.50

Appendix B

2011-12 2% increase

	High School Secretary		Middle/Elem Secretary		Custodian		Aide		Bus Driver		Cook		Cooks' Helper		Cook's Helper/Cashier		Mechanic/ Grounds	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	16,585	1.000	13,860	1.000	27,409	1.000	11,791	1.000	8,131	1.000	10,650	1.000	4,076	1.000	6,941	1.000	25,214
1	1.060	17,580	1.060	14,692	1.060	29,054	1.050	12,381	1.060	8,619	1.020	10,863	1.020	4,158	1.020	7,080	1.060	26,727
2	1.120	18,575	1.120	15,523	1.120	30,698	1.100	12,970	1.070	8,700	1.040	11,076	1.040	4,239	1.040	7,219	1.120	28,240
3	1.180	19,570	1.180	16,355	1.180	32,343	1.150	13,560	1.080	8,781	1.060	11,289	1.070	4,361	1.070	7,427	1.180	29,753
4	1.240	20,565	1.240	17,186	1.240	33,987	1.200	14,149	1.100	8,944	1.080	11,502	1.140	4,647	1.140	7,913	1.240	31,265
5	1.320	21,892	1.320	18,295	1.380	37,824	1.250	14,739	1.120	9,107	1.120	11,928	1.160	4,728	1.160	8,052	1.380	34,795
6	1.325	21,975	1.325	18,365	1.385	37,961	1.255	14,798	1.125	9,147	1.125	11,981	1.165	4,749	1.165	8,086	1.385	34,921
7	1.330	22,058	1.330	18,434	1.390	38,099	1.260	14,857	1.130	9,188	1.130	12,035	1.170	4,769	1.170	8,121	1.390	35,047
8	1.335	22,141	1.335	18,503	1.395	38,236	1.265	14,916	1.135	9,229	1.135	12,088	1.175	4,789	1.175	8,156	1.395	35,174
9	1.355	22,473	1.355	18,780	1.410	38,647	1.285	15,151	1.150	9,351	1.150	12,248	1.190	4,850	1.190	8,260	1.410	35,552
10	1.360	22,556	1.360	18,850	1.415	38,784	1.290	15,210	1.155	9,391	1.155	12,301	1.195	4,871	1.195	8,294	1.415	35,678
11	1.365	22,639	1.365	18,919	1.420	38,921	1.295	15,269	1.160	9,432	1.160	12,354	1.200	4,891	1.200	8,329	1.420	35,804
12	1.370	22,721	1.370	18,988	1.425	39,058	1.300	15,328	1.165	9,473	1.165	12,407	1.205	4,912	1.205	8,364	1.425	35,930
13	1.375	22,804	1.375	19,058	1.430	39,195	1.305	15,387	1.170	9,513	1.170	12,461	1.210	4,932	1.210	8,399	1.430	36,056
14	1.395	23,136	1.395	19,335	1.445	39,606	1.325	15,623	1.185	9,635	1.185	12,620	1.215	4,952	1.215	8,433	1.445	36,434
15	1.400	23,219	1.400	19,404	1.450	39,743	1.330	15,682	1.190	9,676	1.190	12,674	1.220	4,973	1.220	8,468	1.450	36,560
16	1.405	23,302	1.405	19,473	1.455	39,880	1.335	15,741	1.195	9,717	1.195	12,727	1.225	4,993	1.225	8,503	1.455	36,686
17	1.410	23,385	1.410	19,543	1.460	40,017	1.340	15,800	1.200	9,757	1.200	12,780	1.230	5,013	1.230	8,537	1.460	36,812
20	1.430	23,717	1.430	19,820	1.475	40,428	1.360	16,036	1.215	9,879	1.215	12,940	1.235	5,034	1.235	8,572	1.475	37,191
23	1.435	23,799	1.435	19,889	1.480	40,565	1.365	16,095	1.220	9,920	1.220	12,993	1.240	5,054	1.240	8,607	1.480	37,317
26	1.440	23,882	1.440	19,958	1.485	40,702	1.370	16,154	1.225	9,960	1.225	13,046	1.245	5,075	1.245	8,642	1.485	37,443

Vocational Route Driver Rate: \$18.87

Cory Rawson Plan Option

Benefit		Current Plan B		Proposed Option	
		<u>Network</u>	<u>Non - Network</u>	<u>Network</u>	<u>Non - Network</u>
Deductible	Single		\$200	\$400	\$800
	Family		\$400	\$800	\$1,600
Coinsurance Out-Of-Pocket Max (Excludes deductible)	Single	\$800	\$1,500	\$1,000	\$2,000
	Family	\$1,600	\$3,000	\$2,000	\$4,000
Diagnostic X-Ray and Lab Coinsurance		\$500 paid at 100% then deductible & Coinsurance		N/A	N/A
		80%	60%	80%	60%
Second Surgical Opinion		100%	N/A	80%	N/A
Outpatient Surgical Facility		100%	70%	80%	60%
Outpatient Surgery		100%	N/A	80%	N/A
Outpatient Anesthesia		100%	N/A	80%	N/A
Office X-Ray & Lab Coinsurance		\$500 paid at 100% then deductible & Coinsurance		N/A	N/A
		80%	N/A	80%	N/A
Office Surgery		100%	N/A	80%	N/A
Physician Office Visit Copay		85%	N/A	\$10	N/A
Specialist Office Visit (With Referral)		85% deductible does not apply	N/A	\$10	N/A
Specialist Office Visit (Without Referral) Coinsurance		80%	N/A	\$30	N/A
		80%	70%	80%	60%
Prescription Drugs		<u>Retail (30-day supply)</u>	<u>Mail (90-day supply)</u>	<u>Retail (30-day supply)</u>	<u>Mail (90-day supply)</u>
	Generic	\$10	\$5	\$10	\$5
	Formulary	\$15	\$10	\$15	\$10
	Non-Formulary	\$30	\$10	\$30	\$10
Rates	Single:		\$510.10		\$431.99
	Family:		\$1,270.13		\$1,075.44

How do the plan changes impact Employees of Cory Rawson?

Monthly Employee Contributions:

Current Plan B

Single: \$51.01 Family: \$127.01

New Plan

Single: \$43.20 Family: \$107.54

Savings Per Year: \$93.72 10% \$233.68 10%

Physician Office Visit - What does the member pay for a \$100 claim?

Current Plan B: \$15 (85% coinsurance)

New Plan: \$10 (\$10 copay)

Without a referral-

Current Plan B: \$20 (80% coinsurance)

New Plan: \$30 (\$30 copay)

Deductibles & Coinsurance - What does the member pay for a \$10,000 claim?

	<u>Network</u>	<u>Non-Network</u>
Current Plan:		
Deductible	\$200 / \$400	
Out of Pocket Max	\$800 / \$1,600	\$1,500 / \$3,000
Network Total Exposure	\$1,000 / \$2,000	
Non-Network Total Exposure	\$1,700 / \$3,400	

New Plan:

Deductible	\$400 / \$800	\$800 / \$1,600
Out of Pocket Max	\$1,000 / \$2,000	\$2,000 / \$4,000
Total Exposure	\$1,400 / \$2,800	\$2,800 / \$5,600

Office X-Ray & Lab

Current Plan: \$0 for the first \$500, then deductible and coinsurance

New Plan: Deductible and Coinsurance

mm 1/28/10
JA 1/28/10

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Cory-Rawson Local School District ~~Board of Education~~ ("Board") and the Cory-Rawson Education Association AFT/OET ("~~CREA~~") to confirm the parties' understanding with respect to implementation of their 2008-11 collective bargaining agreement ("2008-11 Agreement") during the 2010-11 school year in light of the financial conditions confronting the District. The parties agree as follows:

1. Notwithstanding Appendix A of the 2008-11 Agreement, the base salary (BA at Step 0) on the teachers' salary schedule for the 2010-11 school year shall continue to be \$28,621 (i.e., the base salary now in effect for the 2009-10 school year). In addition, no bargaining unit member will be awarded a vertical step increment on the salary schedule for the 2010-11 school year (i.e., the employee's vertical step placement for the 2010-11 school year will be the same as it is for the 2009-10 school year). It is further understood, however, that, effective at the close of business on June 30, 2011, the base salary and vertical-step placement of bargaining unit members will revert to what they would have been under the 2008-11 Agreement in the absence of this Memorandum of Understanding.
2. Notwithstanding the extra-curricular salary schedule and procedures appearing in Appendix B of the 2008-11 Agreement, no bargaining member will be awarded a year-of-experience credit under such salary schedule for service performed during the 2009-10 school year (i.e., an employee employed in an Appendix B position during the 2010-11 school year will be accorded the same experience level for pay purposes as applied in the 2009-10 school year). It is further understood, however, that, effective at the close of business on June 30, 2011, the experience credit of a bargaining unit member for extracurricular salary schedule purposes will revert to what it would have been under the 2008-11 Agreement in the absence of this Memorandum of Understanding.
3. With respect to medical insurance benefits under Article XII, Section A of the 2008-11 Agreement, effective with July 2010 coverage and for the remainder of the Agreement all employees on Plan B will be moved to Plan C and the coverage and benefit levels of Plan C will be as described on the attachment to this Memorandum of Understanding; with respect to an employee on Plan A, the Board will continue to pay toward the Plan's monthly cost the same dollar amount that the Board would have paid if the employee were on Plan B. It is further understood that, effective with July 2010 coverage, the Board intends to implement an employer-funded Section 125 Plan, with funding of such Plan for each full-time (at least 6 hours per day) bargaining unit member on Plan C to be in an amount equal to the difference between the annual maximum aggregate exposure of the employee to deductible and coinsurance out-of-pocket obligations under the current Plan B and the employee's annual maximum aggregate exposure for such obligations under Plan C; funding

under this provision for a part-time (less than 6 hours per day) employee will be a percentage of the above amount equal to the percentage of time worked. The administration and usage of this Section 125 Plan will be in accordance with the legal rights and requirements that apply to such a Plan. The purpose of this Section 125 Plan is to shield an employee on Plan C against personal exposure for deductible and coinsurance out-of-pocket obligations arising under Plan C above and beyond the exposure for such obligations the employee would otherwise experience under Plan B. If for any reason the Board does not fulfill this purpose through implementation of an employer-funded Section 125 Plan, the Board will fulfill this purpose and shield the employee by reimbursing the employee for deductible and coinsurance out-of-pocket obligations arising under Plan C above and beyond what such obligations would otherwise have been under Plan B. The Board will also take all steps necessary to ensure that Plan B is an option for a successor contract to the 2008-11 Agreement.

4. In consideration of CREA's agreement under Paragraphs 1-3 above, the Board agrees as to the remainder of the 2009-10 school year and the 2010-11 school year not to implement a reduction in force under Article XVIII of the 2008-11 Agreement. It is mutually understood that this provision is not intended to imply that the Board will necessarily fill a supplemental contract position listed in the extra-curricular salary schedule (Appendix B) of the 2008-11 Agreement that was filled during the 2009-10 school year.
5. Except as otherwise specified above, the terms of the 2008-11 Agreement will remain in effect for the 2010-11 school year.

FOR THE BOARD

FOR THE CREA

Name Date

Name Date

Title

Title