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MASTER CONTRACT AGREEMENT

between the

THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL

an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

THREE RIVERS BOARD OF EDUCATION

of the
THREE RIVERS LOCAL SCHOOL DISTRICT
HAMILTON COUNTY, OHIO

Effective:

JULY 1, 2009 2011 THROUGH JUNE 30, 2012 JUNE 30, 2014

TABLE OF CONTENTS

	<i>Page</i>
ARTICLE I:	RECOGNITION
1.01	ASSOCIATION RECOGNITION 1
1.02	BARGAINING UNIT 1
1.03	BOARD RECOGNITION 2
1.04	PROOF OF ASSOCIATION REPRESENTATION 2
ARTICLE II:	NEGOTIATIONS
2.01	DEFINITIONS 3
2.02	NEGOTIATIONS PROCEDURE 3
2.03	IMPASSE PROCEDURE 5
2.04	NEGOTIATIONS REOPENER 5
ARTICLE III:	GRIEVANCES
3.01	DEFINITIONS 7
3.02	GENERAL PROVISIONS 7
3.03	ASSOCIATION RIGHTS AND NON-RETALIATION 8
3.04	GRIEVANCE PROCESS 8
3.05	GENERAL POLICIES 10
3.06	APPLICATION OF THIS PROCEDURE 11
ARTICLE IV:	ASSOCIATION RIGHTS
4.01	NEW STAFF INFORMATION 12
4.02	BULLETIN BOARDS 12
4.03	TRANSACTION OF ASSOCIATION BUSINESS 12
4.04	USE OF EQUIPMENT AND FACILITIES 12
4.05	BOARD MEETING INFORMATION 13
4.06	PARTICIPATION AT PROFESSIONAL MEETINGS 13
4.07	PAYROLL DEDUCTIONS FOR ASSOCIATION DUES 13
4.08	REPRESENTATION FEES 14
4.09	EDUCATIONAL PREROGATIVE 15
4.10	LABOR MANAGEMENT COMMITTEE 15
4.11	DIRECT DEPOSIT 15
ARTICLE V:	EMPLOYMENT PRACTICES
5.01	PERSONNEL RECORDS 16
5.02	EMPLOYMENT-RELATED EXPENSE 17
5.03	TEMPORARY TRANSFERS 17
5.04	VACANCIES/POSTING PROCEDURE 18
ARTICLE VI:	WORKING CONDITIONS
6.01	JOB DESCRIPTIONS 20
6.02	WORK YEAR, WORK WEEK & WORK HOURS 20
6.03	LUNCH BREAKS 20
6.04	BREAKS 20
6.05	SCHOOL CLOSINGS 21
6.06	EXTRA TRIPS 21
6.07	ASSIGNMENT OF WORK/SUBCONTRACTING 23
6.08	ASSIGNMENT OF ROUTES/REGULAR ROUTE HOURS 23
6.09	ROUTES ON DAYS WHEN THREE RIVERS IS NOT IN SESSION 24
6.10	DRIVER TRAINERS 24
6.11	SCHOOL CALENDAR 24

ARTICLE VII:		LEAVES OF ABSENCE	
7.01	ASSAULT LEAVE.....		25
7.02	PERSONAL LEAVE.....		25
7.03	SICK LEAVE.....		25
7.04	COURT APPEARANCE AND JURY DUTY.....		27
7.05	MILITARY LEAVE AND LEAVES OF ABSENCE.....		27
7.06	PARENTAL LEAVE.....		27
7.07	CHANGES IN WORK HOURS.....		28
7.08	UNPAID LEAVE.....		28
7.09	MINIMUM LEAVE INCREMENTS.....		28
ARTICLE VIII:		SALARY & FRINGE BENEFITS	
8.01	SALARY SCHEDULES.....		29
8.02	PAYROLL PRACTICES.....		29
8.03	VACATIONS AND HOLIDAYS.....		29
8.04	OVERTIME/HOLIDAY/PREMIUM PAY.....		31
8.05	CALL-IN PAY.....		31
8.06	SEVERANCE PAY.....		32
8.07	BOARD PICK-UP OF CLASSIFIED EMPLOYEE CONTRIBUTIONS TO SERS.....		32
8.08	WORKERS' COMPENSATION.....		33
8.09	INSURANCE.....		33
8.10	RETIREMENT ASSISTANCE PROGRAM.....		35
8.11	MISCELLANEOUS.....		37
8.12	REHIRING RETIREES.....		37
8.13	SALARY NOTICE.....		38
8.14	FORMS.....		38
ARTICLE IX:		EVALUATION & JOB SECURITY	
9.01	EMPLOYEE EVALUATION.....		39
9.02	CONTRACTS FOR CLASSIFIED EMPLOYEES.....		39
9.03	SENIORITY.....		39
9.04	LAYOFF/DISPLACEMENT.....		40
9.05	RECALL/RE-EMPLOYMENT RIGHTS.....		41
ARTICLE X:		CONCLUSION	
10.01	CONTRARY TO LAW.....		42
10.02	DURATION OF AGREEMENT.....		43

APPENDICES

APPENDIX "A-1"	GRIEVANCE FORM - STEP TWO.....	44
APPENDIX "A-2"	GRIEVANCE FORM - STEP THREE.....	45
APPENDIX "A-3"	GRIEVANCE FORM - STEP FOUR.....	46
APPENDIX "B-1"	SALARY SCHEDULE - AIDES.....	47
APPENDIX "B-2"	SALARY SCHEDULE - BUS DRIVERS.....	48
APPENDIX "B-3"	SALARY SCHEDULE - COOK I.....	49
APPENDIX "B-4"	SALARY SCHEDULE - COOK II.....	50
APPENDIX "B-5"	SALARY SCHEDULE - COOK III.....	51
APPENDIX "B-6"	SALARY SCHEDULE - CUSTODIAN I.....	52
APPENDIX "B-7"	SALARY SCHEDULE - CUSTODIAN II.....	53
APPENDIX "B-8"	SALARY SCHEDULE - MAINTENANCE II.....	54
APPENDIX "B-9"	SALARY SCHEDULE - MAINTENANCE III.....	55
APPENDIX "B-10"	SALARY SCHEDULE - MECHANIC.....	56
APPENDIX "B-11"	SALARY SCHEDULE - SECRETARIES.....	57
APPENDIX "C-1"	APPLICATION FOR USE OF PERSONAL LEAVE.....	58
APPENDIX "C-2"	APPLICATION FOR USE OF SICK LEAVE AND	

THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL AND THREE RIVERS BOARD OF EDUCATION
MASTER CONTRACT AGREEMENT
TO BE EFFECTIVE JULY 1, 2009-2011 THROUGH JUNE 30, 2012 June 30, 2014

APPENDIX D	SICK LEAVE JUSTIFICATION FORM.....	59
	MEMORANDUM OF AGREEMENT	61

ARTICLE I:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

For the duration of this Agreement, the Board of Education of the Three Rivers Local School District recognizes the Three Rivers Association of Support Personnel, affiliated with the Ohio Education Association, the National Education Association, and the Southwestern Ohio Education Association, hereinafter referred to as the "Association", as the exclusive collective bargaining representative of members of the bargaining unit.

1.02 BARGAINING UNIT

1.0201 The bargaining unit shall consist of all regular full-time and regularly employed part-time employees of the Board of Education of the Three Rivers Local School District in the following positions:

A. Classifications

- (1) Aide
- (2) Secretary
- (3) Mechanic
- (4) Bus Driver
- (5) Maintenance
- (6) Custodian
- (7) Cook

B. Sub-Classifications

- (1) Maintenance II
- (2) Maintenance III
- (3) Custodian I
- (4) Custodian II
- (5) Cook I
- (6) Cook II
- (7) Cook III

1.0202 Supervisory, EMIS Coordinators, Confidential, and Management level employees including Superintendent's Secretary, Treasurer's Assistants, Secretary to Treasurer, District Secretary, Supervisors, and Certificated Staff shall not be included.

- 1.0203 Substitute employees who are employed in the same position longer than one hundred twenty (120) consecutive workdays (employee must actually work each day) shall become members of the bargaining unit. (Excluding those working less than fifteen [15] hours per week provided there are not more than two [2] employees in any classification.)

1.03 BOARD RECOGNITION

The Association recognizes the Board of Education of the Three Rivers Local School District, hereinafter referred to as the "Board," as the locally elected body charged with the establishment of policy of public education in the Three Rivers Local School District and as the employer of all personnel of this school system under state law (Ohio Revised Code).

1.04 PROOF OF ASSOCIATION REPRESENTATION

- 1.0401 The Board agrees to negotiate with and recognize the Association as the sole bargaining agent for the staff as previously defined herein.

**ARTICLE II:
NEGOTIATIONS**

2.01 DEFINITIONS

- 2.0101 Day: In the negotiations procedure section of this Contract, the word "day" shall mean calendar day unless otherwise indicated.
- 2.0102 Party: "Party" when used herein shall mean the Association and/or the Board.
- 2.0103 A memorandum of understanding is a written agreement which adds to, deletes, modifies or clarifies existing contract language.

2.02 NEGOTIATIONS PROCEDURE

- 2.0201 No earlier than February 15 but no later than May 15 of the calendar year in which the contract expires, unless different dates are mutually agreed upon, the Association shall request a meeting with the Board or its representatives.
- A. This meeting shall be scheduled not more than twenty (20) days following receipt of the request at a time mutually agreeable, unless a later date is mutually agreeable.
- B. At this meeting the Association and the Board shall exchange proposals, comprehensively written. (No new proposals will be submitted after the second meeting.)
- C. Thereafter, counterproposals and amendments may be submitted during the course of negotiations.
- D. From the date of this first meeting, a period of forty-five (45) days shall be considered the normal period for negotiations, which period may be extended by mutual agreement.
- 2.0202 At the end of the forty-five (45) day period, either the Association or the Board shall be entitled to invoke the Impasse Procedure.
- 2.0203 Both parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Association and the Board unless otherwise provided for within this Contract.
- 2.0204 All meetings shall be in executive session, at a time and place mutually agreeable to both parties. While negotiations are in progress:

- A. The chairperson of either team may recess his/her group for an independent caucus.
 - B. No action to coerce, censor or penalize any negotiations participant shall be made or implied by either party.
 - C. Maximum team size shall be five (5) representatives.
- 2.0205 As tentative agreements are reached, they shall be reduced to writing, initialed by both chairpersons, and set aside. Such initialing shall not be considered binding nor as a final agreement by the parties.
- 2.0206 While no final agreements shall be executed without ratification by the Association, and subsequent adoption by the Board, the parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.
- 2.0207 Both parties shall negotiate in "good faith." "Good faith" is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement.
- A. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal.
 - B. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons, however, such obligation shall not require either party to change its proposal on any matter being negotiated.
- 2.0208 When negotiations have been concluded, the negotiated Contract shall be reduced to writing and signed by both chairpersons.
- A. The negotiated Contract shall be presented to the Association within ten (10) workdays of the final negotiations session for ratification. Upon ratification by the Association, written notice shall be sent by the Association to the Board.
 - B. At that time, the negotiated Contract shall be placed on the agenda of the next regularly scheduled meeting of the Board, at least one (1) week in the future, for ratification.

2.03 **IMPASSE PROCEDURE**

2.0301 If any agreement is not reached within forty-five (45) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists.

2.0302 Selection of a Mediator:

When either team calls for the selection of a mediator, he/she may be selected by agreement between the parties.

A. If no agreement on the mediator is reached within five (5) days after the call for mediation, the party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

B. The individual selected to be the mediator shall not reside within the Three Rivers Local School District.

2.0303 Meetings:

A. The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

B. The mediator shall not, without the consent of both parties, publicly make findings of fact or recommend terms of settlement.

C. Mediation is limited to ten (10) days unless the parties mutually agree to extend this time period.

2.0304 If agreement is not reached on unresolved issue(s) during the mediation or any mutually agreed extension thereof, the Association may give a written ten (10) day notice of an intent to strike, at the expiration of the existing agreement, to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the Ohio Revised Code.

2.04 **NEGOTIATIONS REOPENER**

2.0401 If either party wishes to amend this negotiated Contract during its term, such party shall notify the other party in writing of the specific detailed change it wants.

A. The party receiving this request shall notify the other party of its decision to negotiate or not within fifteen (15) calendar days of such receipt.

B. If the other party agrees to reopen negotiations on the requested

change(s), negotiations shall commence within fifteen (15) calendar days following the mutual agreement to reopen unless a later date is mutually agreeable.

C. Negotiations shall follow the procedures outlined in this negotiated Contract.

2.0402 In addition, if either party wishes to amend or replace this Contract when it expires, that party shall notify the other party in writing between February 15th and May 15th of the year of expiration. Negotiations shall commence within fifteen (15) calendar days following the receiving party's receipt of the request to reopen unless a later date is mutually agreeable. The scope of bargaining on a successor contract shall be wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

2.0403 In the event all of the impasse procedures set forth in this Contract have been fully completed and no agreement has been reached between the parties and the effective date of the Contract provisions at issue have expired, and/or the entire Contract has expired and the Association has given the statutory notice to strike required by ORC Chapter 4117, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this Contract. The Board agrees that this provision of the Master Contract provides the Association the contractual right to strike on the issues that are negotiable under the reopener provisions of this Contract.

2.05 Without reopening negotiations, memoranda of understanding on any negotiable topics may be agreed to by the Superintendent, representing the Board, and the Association President/OEA Labor Relations Consultant, representing TRASP. These memoranda shall have the same effect as any other master contract provision for the duration of the Contract.

**ARTICLE III:
GRIEVANCES**

3.01 DEFINITIONS

- 3.0101 A "grievant" shall be an individual employee, group of such employees or the Association, in situations concerning rights secured by the Association in the Negotiations Agreement, the Association. Where more than one (1) employee is a grievant, each shall sign the grievance.
- 3.0102 A "grievance" shall be defined as an alleged misinterpretation and/or misapplication of any of the provisions of the negotiated agreement. A grievance must indicate the specific provision(s) of the Contract which has allegedly been misinterpreted or misapplied.
- 3.0103 The term "day" in this procedure shall mean:
- A. A school day of the regular school year, excluding Saturdays, Sundays, and legal or school holidays; or,
 - B. Any day outside the regular school year, excluding Saturdays, Sundays, and legal holidays.
- 3.0104 The term "immediate supervisor" shall mean that non-bargaining unit member who has immediate administrative line authority over the affected grievant.

3.02 GENERAL PROVISIONS

- 3.0201 Time limits provided herein shall be adhered to strictly as maximums to insure rapid resolution of the grievances. Time limits may be extended only by mutual agreement of the parties in writing. It is the obligation of the grievant to pursue his/her remedy with diligence. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response or resolution made at the last step of the grievance procedure. A failure on the part of the supervisor, the Superintendent, or the Board, or by any party acting on their behalf for the purpose of adjusting grievances, to respond within the prescribed time limits shall be deemed to be denial of the grievance allowing the grievant to take the grievance to the next step of the grievance procedure.

- 3.0202 Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records. A grievant may be accompanied at any step by a representative of the Association. Witnesses, affidavits, documentation or other evidence may be presented at Step Three and any succeeding steps.

3.03 ASSOCIATION RIGHTS AND NON-RETALIATION

- 3.0301 Matters dealing with alleged violations of Association rights shall be initiated at Step Three.
- 3.0302 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.04 GRIEVANCE PROCESS

The following procedure shall be followed in all attempts to resolve a grievance. Each successive step shall be followed only if the grievant is dissatisfied with the disposition at the previous step.

3.0401 Step One - Informal:

Within twenty (20) days after an event or occurrence of an alleged violation of this Agreement, the grievant and a representative(s) of the Association shall discuss the problem with the grievant's immediate supervisor and said supervisor shall reply to the grievant with reference to the grievance within five (5) days. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Three.

3.0402 Step Two - Formal:

Within five (5) days after the grievant receives an answer as provided in Step One, or if no response is received within five (5) days, the grievant shall have the option within thirty-five (35) days of the occurrence to file a formal written grievance on a Grievance Form (Appendix "A") with the immediate supervisor. Within five (5) days after receipt of the written grievance, the immediate supervisor shall meet with the grievant. Within five (5) days after the meeting, a written statement of the action taken and the reasons therefore shall be sent to the Association and added to the Grievance Form.

3.0403 Step Three - Superintendent:

Within five (5) days of the receipt of the written response of the action as provided in Step Two, the grievant, at his/her option, shall continue the grievance to the Superintendent or designee. Within five (5) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and the immediate supervisor involved. Within five (5) days of the meeting, the Superintendent or designee shall take action on the grievance, reporting the action and reasons for it to the Association and the immediate supervisor and adding his/her disposition to the Grievance Report.

3.0404 Step Four - Board:

- A. Within five (5) days of the receipt of the written response of the action as provided in Step Three, the grievant, at his/her option, shall continue the grievance to the Board. Within thirty-five (35) days of the receipt of the grievance, the Board shall conduct a grievance hearing.
- B. The Board shall render a decision on the grievance at its next regularly scheduled meeting following the Board grievance hearing, provided, however, that the Board shall render such decision within thirty-five (35) days from the Board grievance hearing regardless of when its next regularly scheduled meeting may occur.

3.0405 Step Five – Binding Arbitration:

- A. If the Association is not satisfied with the decision of the Board, it may request that the decision of the Board be submitted to advisory arbitration as provided herein. Such request shall be made in writing and filed with the Board Treasurer no later than five (5A) school days after the date of the receipt of the decision of the Board by the Association. The arbitrator shall be chosen by the parties from a three (3) person panel to be used on a rotating basis. The three (3) arbitrators are as follows:
 - 1. Michael Paolucci
 - 2. Charles Adamson
 - 3. Mitch Goldberg
- B. The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and location of the hearing.

- C. The decision of the arbitrator shall be binding on the Board, the grievant and the Association, provided, however, that the Board, by a three-fourths (¾) vote (minimum of four [4] votes) of its entire membership, may reject the decision of the arbitrator and the decision of the arbitrator shall then be advisory upon the parties.
- D. Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievance, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to arbitration.

3.05 GENERAL POLICIES

- 3.0501 Any grievance may be withdrawn at any step without prejudice. Records of grievances shall be kept in the Central Office. Each grievance shall be recorded on the Grievance Form (see Appendix "A"). Grievance forms shall be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible for all personnel without request to their immediate supervisor.
- 3.0502 No employee may be represented by any organization other than the Association in any grievance initiated pursuant to this Agreement. No employee will be denied the right to Association representation and Association counsel at any time. Should any meeting or hearing required by the General Provisions be scheduled during the workday, the grievant(s) and his/her Association representative(s) shall be released without loss of pay or benefits.
- 3.0503 If both parties agree, selection of an arbitrator shall be from the Federal Mediation and Conciliation Service. Otherwise, the selection shall be from the American Arbitration Association.
- 3.0504 Staff persons and/or the Association shall follow the chain of command in voicing complaints concerning administration to the Board. Such complaints shall first be indicated to the immediate supervisor, then up the supervisory chain prior to complaining to a Board member. This provision shall not be interpreted as prohibiting a staff person and/or the Association from communicating with a Board member, but it shall require prior communications.

3.06 APPLICATION OF THIS PROCEDURE

- 3.0601 Nothing contained in this procedure shall be construed as limiting the individual rights of an employee or the Association having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under applicable law, or to seek other redress in keeping with any applicable rule or regulation established by the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code.
- 3.0602 This procedure, however, shall be the sole and exclusive method of resolving complaints within the definition of "grievance."

**ARTICLE IV:
ASSOCIATION RIGHTS**

The Association shall be granted the following rights and privileges exclusively:

4.01 NEW STAFF INFORMATION

Upon monthly request by the Association, the Board Treasurer shall provide to the Association addresses of new employees hired that month after official Board action.

4.02 BULLETIN BOARDS

The Association may post materials on bulletin boards in staff work and break areas provided all items are identified as Association communications.

4.03 TRANSACTION OF ASSOCIATION BUSINESS

Representatives of the Association shall be permitted to transact Association business on school property before and after duty hours or on designated lunch breaks. Transaction of Association business during work hours must have prior written approval of the Superintendent and/or the Superintendent's designee.

4.04 USE OF EQUIPMENT AND FACILITIES

4.0401 Equipment:

- A. Association representatives may use individual school office equipment, such as computers, typewriters, copying machines, duplicating equipment, calculating machines, and audio-visual equipment, provided such use is on school property and does not interfere with school use of equipment.
- B. The Association shall follow any current or future Board/administrative rule or regulation regarding the use of the above equipment.
- C. On June 1, annually, the Association shall reimburse the Board for the cost of consumable supplies, paper, copying, and copies of requested information not provided gratis to the public.

4.0402 Telephones:

- A. Association representatives may use telephones as designated by the principal to carry out Association business, provided calls made shall not interfere with duties assigned by the Board and/or administration.
- B. Any fees or toll call charges shall be reimbursed to the Board by the Association.

4.0403 Facilities:

The Association shall be allowed the use of all school buildings, equipment, and facilities for Association business, provided that such use does not conflict with school business and is in accordance with customary school practices. Requests for meetings shall be in accordance with Board policy.

4.05 BOARD MEETING INFORMATION

The Association shall be provided upon request, free of charge, at the same time that they are distributed to Board members, all agendas and minutes of Board of Education meetings.

4.06 PARTICIPATION AT PROFESSIONAL MEETINGS

The Superintendent shall grant the Association President or his/her representatives up to a total of six (6) days leave per school year for participation at Association functions. The absence shall be granted without loss of pay and shall not be charged to sick or personal leave. The Superintendent shall be notified in writing at least one (1) week prior to the requested date for leave for such activities.

4.07 PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Association dues shall be deducted in accordance with the following provisions:

- 4.0701 No later than October 1, the Association shall provide the Board Treasurer written authorization for any member wishing to have payroll deductions for Association dues. These deductions shall be uniform for twenty (20) pay periods, beginning with the fourth (4th) pay period of the school year. When an employee resigns or otherwise ceases to continue as an employee before twenty (20) pay periods end, the Board Treasurer shall deduct the balance of dues owed the Association, if the amount of the employee's final paycheck is equal to or greater than the balance of dues owed the Association. If the amount of the employee's final paycheck is less than the balance owed the Association, the Board Treasurer shall

make the regular deduction and shall additionally deduct one-half (½) of the employee's final paycheck to be applied to the balance owed the Association. The collection of the remaining balance becomes the sole responsibility of the Association. This provision shall not apply to members employed after October 1st of their first year of employment.

- 4.0702 No later than October 20, the Board Treasurer shall provide the Association a complete list of members for whom Association dues are being deducted and the total dues being deducted for each member.
- 4.0703 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

4.08 REPRESENTATION FEES

- 4.0801 The Board shall make automatic payroll deduction, as a condition of employment, of an amount equal to the total annual dues and assessments of the Association, from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
- 4.0802 There shall be no representation fees charged unless the bargaining unit dues-paid membership reaches seventy percent (70%) of the eligible membership as certified by membership roster presented. This procedure shall be implemented for only that twelve (12) month period of the Contract.
- 4.0803 The amount of the annual representation fee shall be provided the Board Treasurer by the Association at the time Association dues deductions are requested by the Association Treasurer.
- 4.0804 The Board Treasurer, upon notification from the Association that a member has terminated membership or has not joined the Association, shall start the payroll deductions of the representation fee, in the amount provided by the Association, in equal installments for the remaining number of payroll periods in accordance with the deduction of Association dues.
- 4.0805 For a member terminating membership, the amount of representation fees shall be the annual dues less any portion of dues payment, if any, from the current year.
- 4.0806 A member hired during the school year shall not have such deductions made until thirty (30) days after the start of employment.

- 4.0807 A bargaining unit member who leaves the employment of the Board during the school year, is granted an unpaid leave of absence, or otherwise is removed from active pay status as a bargaining unit member, shall have the remainder of the annual representation fees owed the Association deducted and transmitted to the Association by the Board Treasurer. Said deduction shall be made the next pay date of the person following Board action causing such change in employment status.
- 4.0808 Representation fees which are deducted from members' paychecks shall be forwarded by the Board Treasurer or designee to the Association Treasurer in a single check after each payroll period.
- 4.0809 Upon timely demand, representation fee paying employees may appeal to the Association the payment of said fee pursuant to the internal procedure adopted by the Association in keeping with the appeals procedure provided by law.

4.09 EDUCATIONAL PREROGATIVE

Children of unit members who are not residents of the Three Rivers Local School District shall be permitted to attend the schools in the Three Rivers Local School District tuition free at grade levels K-12. Said attendance shall not obligate the Board to incur additional expense; shall not create an overload at any given grade level; and shall be subject to the Superintendent's assignment on an annual basis. This provision applies only to full-time employees and the child must be enrolled at the beginning of the school year. It does not apply to foreign exchange students.

4.10 LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be established. The Superintendent shall appoint three (3) members, the Association President shall appoint three (3) members. The committee shall meet at the call of the Superintendent or TRASP President, but not more than four (4) times per year to address problems which may arise during the year. Minutes will be taken at each meeting on an alternating basis. The minutes shall be distributed to the members of the committee in a timely fashion following the meetings.

4.11 DIRECT DEPOSIT

All members shall sign up at hiring date for direct deposit of their paychecks with a maximum of two (2) U.S. financial institutions.

During the calendar year not included in the school year, paychecks and vouchers will not be mailed to members.

**ARTICLE V:
EMPLOYMENT PRACTICES**

5.01 PERSONNEL RECORDS

- 5.0101 Personnel files of each employee shall be maintained at the Board office. These files shall be considered confidential and the only file of information pertaining to each employee maintained at the Board office.
- 5.0102 In addition, the principal/supervisor of each employee may maintain a confidential file for each employee assigned to him/her.
- 5.0103 Material that may be maintained in the personnel or principal's file of each employee shall include, but not be limited to:
- A. Application for employment, including references which shall be kept confidential.
 - B. Records and letters of commendations and/or awards.
 - C. Records and letters of reprimand.
 - D. Records of evaluations.
 - E. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
 - F. Copies of contract(s) of employment with the Board.
 - G. Records of sick leave.
 - H. Health records.
- 5.0104 Each employee shall have access to his/her personnel file(s) upon request and upon twenty-four (24) hours advance written notice at the Board office and/or at his/her school office between 8:00 a.m. and 4:00 p.m. or by appointment, if not scheduled to take place during those hours, Monday through Friday, exclusive of holidays.
- A. An administrative employee shall be present during any inspection of the classified employee's file(s).
 - B. The employee shall have the right to be accompanied by an Association representative during an inspection.

C. Upon request, the employee may receive a copy of any document in his/her file. The actual cost of making copies may be billed to said employee.

5.0105 Members of the administration authorized to use the personnel files of employees shall be limited to the Superintendent and other administrators who are directly responsible for the evaluation of the individual employee.

5.0106 Except as may be required by law, at no time nor under any circumstances shall the confidential files of any employee be opened to the public or to any other person not authorized by that employee.

5.0107 A copy of all material except pre-employment materials placed in the employee's file shall be given to said employee at the time of placement in the file.

A. The employee shall have the right to place a written rebuttal to any material placed in his/her file, not to exceed one hundred (100) words.

B. Anonymous letters shall not be placed in an employee's file(s) nor will they be made a matter of public record.

5.02 EMPLOYMENT-RELATED EXPENSE

5.0201 Any equipment or supplies required by the Board, state agencies, or required by law shall be purchased by the Board.

5.0202 This provision shall only apply to items which are used exclusively on Board time for the performance of job duties.

5.03 TEMPORARY TRANSFERS

5.0301 An employee who is temporarily assigned in writing by an administrator to a position with a rate of pay greater than the rate he/she is regularly paid, shall receive the higher rate of pay to the first day worked after he/she has filled the position for more than five (5) consecutive workdays. Holiday pay shall apply for any holiday worked during such assignment.

5.0302 Any regular employee who substitutes for another employee in the same category will receive his/her regular pay for that work, unless 5.0301 above applies. If substituting in a different category, substitute pay shall apply.

5.04 VACANCIES/POSTING PROCEDURE

5.0401 Definition of Vacancy:

A vacancy is defined as the creation of a new position through Board action or a decision of the Board to fill a position which may have resulted from Board/administrative action concerning transfer, retirement, death, resignation, termination, and nonrenewal or promotion. The Board retains the sole right to determine staff size and the Superintendent has the sole right to determine assignments.

5.0402 All nonteaching vacancies in the bargaining unit will be announced to all staff by posting on the web site. The Board declares its desire to continue its consideration of present staff when filling vacancies, including vacancies in supervisory positions. Postings will be for at least five (5) workdays. Seniority shall be considered when filling a vacancy or making a transfer; however, the final decision on filling a vacancy or making a transfer shall be made by the Superintendent or designee.

5.0403 Job postings shall contain:

- A. Date of posting;
- B. posting deadline;
- C. location;
- D. department;
- E. hours/days of work;
- F. months of employment;
- G. hourly rate.

The phrase "other duties as assigned" shall be changed to "other related duties as assigned" in all job descriptions.

5.0404 An employee requesting reassignment (i.e., applying for the vacancy) shall so notify the Superintendent within five (5) days of the posting of the notice of vacancy.

5.0405 Seniority shall be considered in making employee selections, but the judgment of the Superintendent shall be final.

5.0406 Vacancies will be filled by selection of the best qualified applicant in the sole judgment of the Superintendent.

5.0407 In the event the most senior employee applying for a vacancy is not

chosen, the reasons why he/she was not chosen shall be set forth in writing.

- 5.0408 When increasing hours on part time employees, unless the extra hours brings the employee up to full time, posting of the position shall not be required.
- 5.0409 Whenever an employee changes jobs within the same classification, his new job shall start with no loss of hourly rate. In other words, he shall be moved to a step which is equal to or greater than his old hourly rate. Whenever an employee changes jobs outside his classification he shall start at Step 1.
- 5.0410 Reassignment of Classified Staff Based on Building Reconfiguration
The Board and the Association need to discuss the reassignment of classified staff which may or may not be displaced by the reconfiguration of schools from five (5) to four (4) to three (3) to, ultimately, two (2) buildings. The Board is willing to discuss issues based on seniority and qualifications and how a reduction in force may impact said decisions.

ARTICLE VI:
WORKING CONDITIONS

6.01 JOB DESCRIPTIONS

- 6.0101 A job description will be kept on file for each bargaining unit position. Employees will have access to their own job description through their immediate supervisor. The Association President, upon request, shall be supplied with a copy of all job descriptions no later than September 15 of each year.
- 6.0102 If the Administration determines to change a job description, it will notify the Association President at least ten (10) days in advance of the change.

6.02 WORK YEAR, WORK WEEK & WORK HOURS

The standard work week shall be governed by ORC 3319.086 and is defined as being from 12:01 a.m. Sunday morning through 12:00 midnight Saturday night.

6.03 LUNCH BREAKS

The lunch breaks for each classification of employees is outlined at the bottom of the pay scales in Appendix "B". Members shall pay for his/her lunch at adult prices. Members shall not leave district property without first notifying his/her immediate supervisor.

6.04 BREAKS

- 6.0401 All regular full-time employees shall be entitled to two (2) paid fifteen (15) minute breaks per workday, to be taken at a time specified by the supervisor.
- 6.0402 All regular part-time employees working more than three and one-half (3½) hours or more per day shall be entitled to one (1) paid fifteen (15) minute break per workday to be taken at a time specified by the supervisor.
- 6.0403 The Three Rivers School District provides smoke-free facilities, grounds and vehicles. Employees shall not be permitted to smoke in or on school grounds, school buildings or school vehicles while on work time. An employee who continually violates this policy shall be subject to discipline which includes possible dismissal. Employee smoking on school grounds after work time in violation of Board's policy will result in the same consequences as any non-employee who violates the Board policy on the prohibition of smoking.

6.05 SCHOOL CLOSINGS

- 6.0501 In the event that the District is closed due to an epidemic or other public calamity, employees shall be paid for all hours contracted to work.
- 6.0502 The Administration reserves the right to require any and all full-time employees and regular part-time employees to report for work on calamity days.
- 6.0503 Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation.

6.06 **FIELD TRIPS**

The purpose of this provision is to insure that there will always be a driver available for field trips. For purposes of bus driver rotation, "seniority" shall mean continuous employment as a Three Rivers bus driver. Leaves shall not break continuous service but leave time will not be counted.

- 6.0601 A field trip is a trip outside of the driver's regular route (normal pick-up and take-home of students). This may be inside or outside of the School District. Extra help with pick-up or take-home on regular routes is not considered a field trip. The driver will be paid for the additional time.
- A. Advance Trips (Definition): Advanced Trips are those trips received by the Transportation Supervisor prior to any two-week Monday posting.
- B. Emergency Trips (definition): Emergency trips are those trips which are requested and approved after a two-week list has been posted. These trips would include, but not be limited to: make-up athletic contests, rescheduled trips, etc.
- C. Advanced trips shall be posted every other Monday. However, if the regular Monday posting date for Advanced Trips falls on a holiday or a non-work day for drivers, the posting date will be the following driver work day. Trip selections shall be made by drivers by 4:45 p.m. on the third day (including the posting date). If trips remain on the list after the third day, then the rotation will continue for an additional 48 hours or until the first name for that posting period reappears. After that Trips will be scheduled pursuant to Section 6.0606. Arrow indicating next person in the rotation may not stay on any one individual's name for more than twenty-four hours.
- 6.0602 Field trips will be paid at a rate of twelve dollars (\$12.00) per hour, to the closest quarter hour. No field trip will receive pay for less than two (2) hours.
- 6.0603 Time begins with the pre-trip inspection and ends when the bus is stored. Drivers will keep track of their own time and will keep a separate time card

for field trips.

- 6.0604 Field Trip Master Drivers' List: Any driver who wishes to drive field trips in any given school year shall sign up on the Field Trip Master List not later than the last work day of September each year. Drivers hired after the start of school shall sign up within thirty (30) days after their date of hire. This Field Trip Master List will then be arranged in order of seniority. When trips become available, the Transportation Supervisor will post and award trips per the procedures outlined in Section 6.06.
- 6.0605 Scheduling of Field Trips:
- A. Advanced Trips shall be posted at the bus garage every two weeks. Drivers on the Field Trip Master List will be selected on a rotating seniority basis. (See Section 6.0601, C)
 - B. Emergency Trips shall be selected from drivers on the Field Trip Master List on a reverse seniority basis. If trips remain after the rotation has continued until the first name reappears, they will be scheduled pursuant to Section 6.0606.
- 6.0606 When no driver from the Field Trip Master List accepts a field trip, substitute drivers will be given the opportunity to take the trip.
- 6.0607 When no driver from the Field Trip Master List or no substitute driver accepts the trip, the driver on the Seniority Master List with the least seniority will be assigned the trip. Should that driver be on leave or otherwise assigned, the driver on the Seniority Master List with the next least seniority will then be assigned. This procedure will be continued until a driver is obtained.
- 6.0608 A driver must perform his/her regular assignment before being eligible for a field trip unless the trip is assigned.
- 6.0609 When a driver fails to take a field trip once accepted or assigned, he/she shall wait until his/her name next appears on the Field Trip Master List. An "excused refusal" is defined as having an excused absence supported by appropriate "leave" documentation. An "unexcused refusal" is defined as not having an excused absence or simply refusing a field trip. A driver with six refusals (excused and/or unexcused) during the year shall be removed from the Field Trip Master List for up to six weeks (30 days). However, if there are extenuating circumstances in the judgment of the Transportation Supervisor, the number of refusals may be modified. A driver may be reinstated to the Field Trip Master List (upon written request to the Transportation supervisor) at the discretion of the Transportation Supervisor. Once reinstated, a driver shall be removed again after two refusals of any kind.

- 6.0610 Field trips taken on Saturday which is not a holiday or a Sunday which is not a holiday will receive an extra three dollars (\$3.00) per hour. (For holiday trips, see Paragraph 8.0303.)
- 6.0611 Overnight trips will be strictly on a voluntary basis and will be paid as determined by the Superintendent. No driver may be involuntarily assigned an overnight trip.
- 6.0612 If a field trip is scheduled so that the eligible driver would receive overtime, that driver will be skipped. If no other regular or substitute driver accepts the trip, then the eligible driver may receive the trip and the overtime. If a driver is assigned a trip and accumulates enough hours for overtime, he/she will receive the overtime.
- 6.0613 Field trips received by the Transportation Supervisor with less than twenty-four (24) hours notice will be filled as the Supervisor deems appropriate. Rotation for the field extra trip will not be affected. Any trip assigned with less than seventy-two (72) hours notice will be paid at the driver's regular rate of pay. No driver will be assigned a field trip, without at least twenty-four (24) hours notice.

6.07 ASSIGNMENT OF WORK/SUBCONTRACTING

No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee of the Board outside the bargaining unit may be used to eliminate an employee's job classification or reduce the regular work hours of an employee, except at the beginning of the employee's work year. Notification of such a change must be made to the Association President at least thirty (30) days prior to the beginning of the employee's next work year. The beginning of the work year shall be defined as the first day of school for nine (9) month employees and July 1st for all other employees.

6.08 ASSIGNMENT OF ROUTES/REGULAR ROUTE HOURS

Assignment of routes and vehicles is a management right.

- 6.0801 Routes, assignments and regular route hours are developed annually by the Transportation Supervisor. Drivers are to use time cards at the beginning of the year until "regular route hours" are finalized not later than September 30th.
- 6.0802 If any condition arises that causes a route change during the course of the year that significantly alters the time schedule of a route(s), the Transportation Supervisor may modify the regular route hours.

6.0803 Any hours approved by the Transportation Supervisor beyond the regular route hours (e.g., field trips, scheduled early release or late arrival, temporary lengthy re-routing, approved extra bus washing), shall be submitted on time cards.

6.09 ROUTES ON DAYS WHEN THREE RIVERS IS NOT IN SESSION

When Three Rivers Local Schools are not in session, any driver who is required to drive a parochial, vocational, or other route will receive their hourly rate of pay per hour (minimum of two hours) for the actual hours worked. The Transportation Supervisor may combine routes as he/she deems appropriate. Choosing and assigning routes cannot be the subject of a grievance.

6.10 DRIVER TRAINERS

Drivers who become "trainers" will be paid at their hourly rate and report their hours on time cards. Trainers are not permitted to exceed forty hours in any given week including regular route hours, field trips, holidays and training hours without permission of the Transportation Supervisor.

6.11 SCHOOL CALENDAR

6.1101 Association shall be furnished the proposed school calendar by the Superintendent or his/her designee by December 15th in advance of the submission by the Superintendent or his/her designee of his/her school calendar recommendation to the Board.

6.1102 The Superintendent or his/her designee will consider any proposed calendar if presented by the Association to hi/her within five (5) work days before he/she makes his/her recommendation on the school calendar to the Board. In addition, the Superintendent or his/her designee will provide the Association President or his/her designee a copy of his/her school calendar recommendation prior to submitting it to the Board.

6.1103 In the event a school calendar is changed and/or amended, the Association President or his/her designee will be consulted by the Superintendent or his/her designee for the Association's input on changes and/or amendments no fewer than five (5) calendar days prior to its submission to the Board.

6.1104 The calendar and/or any amendments thereto shall be determined by the Board.

**ARTICLE VII:
LEAVES OF ABSENCE**

7.01 ASSAULT LEAVE

- 7.0101 Any employee who is unable to perform his/her duties due to an employment-related assault upon the employee shall receive assault leave up to a maximum of twenty (20) days. The Board reserves the right to request an examination by a physician of its choice at Board expense.
- 7.0102 Upon request from the Superintendent, the employee shall provide the Superintendent with a statement from said employee's physician indicating that said employee is unable to perform the duties due to the injury.

7.02 PERSONAL LEAVE

- 7.0201 Each employee of the Three Rivers School District covered by this agreement will have available two (2) unrestricted personal days each school year starting July 1 and ending June 30.
- 7.0202 Personal leave days are to be used for purposes that cannot be handled at any other time except working hours. All personal day requests must be made twenty-four (24) hours in advance. A personal day may not be an extension to a vacation or long holiday weekend.
- 7.0203 Such absence is not to be charged against sick leave. Personal leave days are not cumulative.
- 7.0204 Abuse of the use of personal leave may subject the employee to termination pursuant to Section 3319.16 of the Ohio Revised Code.

7.03 SICK LEAVE

7.0301 Accumulation:

Pursuant to the Ohio Revised Code, each employee shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service credited at the end of each month; annual accumulation shall be limited to fifteen (15) days per school year. Maximum accumulation shall be two hundred and eighty-three (283) days for the term of this Contract. Newly employed members must begin work prior to the 15th of the month in order to receive any credit for that month. Up to five days will be advanced when balance is zero.

7.0302

Use:

Employees may use sick leave for any of the following reasons:

- A. Personal illness, injury.
- B. Illness due to pregnancy.
- C. Exposure to contagious disease which could be communicated to others.
- D. Illness, injury, or death in the immediate family. "Immediate family" shall mean: spouse, father, mother, sister, brother, child, or person in loco parentis to the employee.
- E. Accumulated sick leave days, up to a maximum of five (5) days, may be used for illness, injury, or death in the "expanded family" which shall include: aunt, uncle, nephew, niece, grandchild, grandparents, in-laws, or other person living in the same household.
- F. The Superintendent, at his/her sole discretion, may approve sick leave for illness, injury, or death of persons other than those specified in paragraphs (D) and (E) above.

7.0303

Records:

- A. Sick leave days as accumulated and used by each employee shall be reflected on the stub of each of his/her paychecks.
- B. Unless physically unable to do so, an employee absent more than five (5) consecutive days shall complete and return a sick leave justification form to the Board Treasurer's office prior to receipt of his/her biweekly paycheck.
- C. Abuse of the use of sick leave may subject the employee to termination pursuant to Section 3319.16 of the Ohio Revised Code.
- D. A doctor's statement may be required for sick leave after an absence of more than five (5) days in succession. In the event the Board requires a doctor's statement and the employee has not consulted a physician during his/her sick leave, the Board shall compensate the employee's physician for his/her customary charge for furnishing said statement. A periodic update from the member's physician may be required by the Superintendent.

7.04 COURT APPEARANCE AND JURY DUTY

Each member who reports for, and/or who serves on, a jury(ies) on a member workday shall receive his/her full salary while serving on jury duty and shall retain jury duty fees paid to his/her for serving on a jury. Any member who is subpoenaed to an administrative hearing and/or court involving a matter arising out of the performance of his/her contractual duties when the Association or the member is not a party to the proceeding shall receive no less in salary while responding to said subpoena and, additionally, shall retain as his/her own any witness fees paid to him/her for responding to said subpoena. Such court appearances shall be charged against professional leave.

7.05 MILITARY LEAVE AND LEAVES OF ABSENCE

These leaves shall be governed by ORC 3319.085 and 3319.13.

7.06 PARENTAL LEAVE

7.0601 Employees shall be granted a leave of absence without pay for the purposes of childbearing and/or child rearing, subject to the following conditions:

- A. The employee shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which said employee desires his/her leave to commence.
- B. This notice shall be waived in the event of unexpected and/or premature birth.
- C. In the case of adoption, the employee shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the employee has knowledge of such placement.
- D. If the employee has no prior knowledge of the placement, notice shall be given as soon as possible.
- E. Such leave shall commence on the date requested by the employee, or in the case of adoption, when said employee receives custody of the child(ren).
- F. The employee shall notify the Superintendent at the time of requesting leave pursuant to the above provisions, of his/her date of return.

- 7.0602 The length of parental leave shall not exceed one (1) calendar year.
- 7.0603 Employees on parental leave will be allowed to purchase health insurances at the group rates, by paying premiums in advance to the Board Treasurer's office.
- 7.0604 The employee returning from parental leave shall suffer no loss of seniority.

7.07 CHANGES IN WORK HOURS

When an employee changes hours worked per day, his/her vacation and sick leave balances shall be adjusted so that the rates of accumulation and usage shall be equitable.

7.08 UNPAID LEAVE

Unpaid leave must be approved by the Superintendent at least forty-eight (48) hours in advance. A recommendation concerning the unpaid leave is required from the supervisor. Request for unpaid leave shall be on the specified form. Absence from work without authorization is cause for disciplinary action, including possible dismissal, since all leaves including unpaid leave must be approved in advance.

7.09 MINIMUM LEAVE INCREMENTS

All leaves must be taken in increments of one-half ($\frac{1}{2}$) day or more, except bus drivers having A.M., mid-day, and P.M. routes may take leave in one-third ($\frac{1}{3}$) day increments.

**ARTICLE VIII:
SALARY & FRINGE BENEFITS**

8.01 SALARY SCHEDULES

8.0101 Salary schedules for job classifications of employees shall become effective July 1, ~~2009~~2011, July 1, 2010, and July 1, 2011, and shall be in accordance with Appendix "B", attached hereto and made a part hereof. Salaries will be frozen at the 2010 rate of pay, including base and steps.

8.0102 Vertical steps shall not be honored. Horizontal steps shall be immediately honored, effective when an employee moves from one classification to another and the subsequent classification is paid at a higher rate. Step increases will be awarded each year on July 1. New employees must work one hundred twenty (120) days or more prior to July 1 to be eligible for a step increase on July 1; otherwise, they must wait until the next July 1 for a step increase.

8.0103 ~~No credit on the salary schedule shall be given to new hires for experience unless the experience outside of the District is in the same job category. Such prior experience credit granted shall be at the sole discretion of the Superintendent. This provision shall not be retroactive.~~

8.02 PAYROLL PRACTICES

Salary payments shall be made in twenty-four (24) equal installments for all employees. Payments shall be made on the 1st and 15th of each month. In the event that the 1st or the 15th occurs on a weekend or holiday, then payment shall be provided at midnight on the last business day prior to the weekend or the holiday. ~~Twenty-four (24) pays shall become effective on August 1, 2009 for twelve (12) month employees, and for nine (9) and ten (10) month employees would begin September 1, 2009.~~

8.0201 The Board shall provide payroll deductions at no charge to the teacher and/or the Association for the following items:

1. Taxes (City, State, and Federal)
2. Association dues
3. Credit Union
4. School Employees Retirement System
5. Annuities (for new accounts, at least 4 members must enroll)
6. United Way (minimum total donation \$50.00)
7. Other(s) which are mutually agreed to
8. 125 Plan

8.03 VACATIONS AND HOLIDAYS

8.0301 Vacations:

A. Twelve (12)-month full-time employees shall be granted vacation days based on the following schedule:

<u>Years of Employment</u>	<u>Vacation Per Year</u>
1 through 5 years	10 Days
6 through 10 years	15 Days
11 years and above.....	20 Days

- B. Vacations will be calculated on a calendar year basis.
- C. Vacations may be taken at any time during the calendar year with the approval of the immediate supervisor. When an employee is on vacation during the school year for more than five (5) consecutive days, the administration in its sole discretion, may adjust the workload or employ a substitute.
- D. Vacation shall be earned monthly at the end of each month. The month must be completed to accrue vacation for that month.

8.0302 Holidays:

A. Twelve (12)-month full-time and regular part-time employees shall be granted the following paid holidays:

	2009-10	2010-11	2011-12
(1) Independence Day	July 3 Fri.	July 5 Mon.	July 4 Mon.
(2) Labor Day	Sept. 7 Mon.	Sept. 6 Mon.	Sept. 5 Mon.
(3) Veterans Day	Nov. 11 Wed.	Nov. 11 Thurs.	Nov. 11 Fri.
(4) Thanksgiving (Thur/Fri)	Nov. 26/27	Nov. 25/26	Nov. 24/25
(5) Day before Christmas	Dec. 24 Thurs.	Dec. 23 Thurs.	Dec. 23 Fri.
(6) Christmas	Dec. 25 Fri.	Dec. 24 Fri.	Dec. 26 Mon.
(7) New Year's Day	Jan. 1 Fri.	Jan. 3 Mon.	Jan. 2 Mon.
(8) M. L. King, Jr. Day	Jan. 18 Mon.	Jan. 17 Mon.	Jan. 16 Mon.
(9) Presidents Day	Feb. 15 Mon.	Feb. 21 Mon.	Feb. 20 Mon.
(10) Good Friday	Apr. 2	Apr. 22	Apr. 6
(11) Memorial Day	May 31 Mon.	May 30 Mon.	May 28 Mon.

Comment [e1]: Holidays for 2012/2013 and 2013/2014 to be added.

B. Nine (9) and ten (10) month regular employees shall be entitled to all

of the above holidays excluding Independence Day.

- 8.0303 If an employee bargaining unit member is required to work on a holiday, he/she shall be paid one and one-half (1½) times his/her regular hourly rate of pay for all hours worked plus his/her holiday pay (total of 2½ times regular rate). (See Paragraph 6.0610.)

8.04 OVERTIME/HOLIDAY/PREMIUM PAY

8.0401 Overtime:

- A. All employees shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in any one (1) week.
- B. When computing overtime, holidays and sick leave days shall be counted as days worked.

8.0402 Holiday Pay:

- A. All employees who work eight (8) hours a day shall receive eight (8) hours holiday pay for all legal holidays they are entitled to by contract in the employee's work week.
- B. All employees who work less than eight (8) hours shall be paid holiday pay for holidays they are entitled to by contract for the number of hours they would have worked.

- 8.0403 All twelve (12) month and forty (40) hour employees shall work a regular eight (8) hour day, five (5) day week, when school is not in session, unless otherwise directed by the Superintendent.

8.05 CALL-IN PAY

- 8.0501 Any employee who has completed his/her regular scheduled workday and is called back to work shall receive a minimum of two (2) hours pay at the applicable rate in addition to regular pay due the employee on that day. This call-in pay does not include time worked immediately prior to or immediately following an employee's regular workday, which shall be compensated at the applicable hourly rate.

- 8.0502 Such call-in time shall be authorized by the supervisor. The intent of this provision is to provide a minimum entitlement of paid hours for employees who are asked to return to work outside of regularly scheduled work hours.

8.06 SEVERANCE PAY

- 8.0601 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement through the School Employees Retirement System (SERS) from the Three Rivers Local School District, one-fourth (¼) of that member's accumulated unused sick leave, to a maximum of sixty-nine (69) days.
- 8.0602 Daily rate for severance pay shall be based on the teacher work year.
- 8.0603 Severance pay shall be paid the first January following the month of effective retirement.
- 8.0604 If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and eligible to receive retirement benefits from SERS or if the member has been employed by the Board for twenty (20) years or more, then in that event, the estate of the deceased employee shall be paid severance pay, in accordance with the severance pay provisions of the Contract.

8.07 BOARD PICK-UP OF CLASSIFIED EMPLOYEE CONTRIBUTIONS TO SERS

- 8.0701 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the SERS and the rules of the Board, the employee contribution of the member of the bargaining unit shall be designated as paid by the Board.
- 8.0702 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.
- A. Deferred Salary:
A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the SERS by the member. The deferred salary shall be paid by the Board to the SERS on behalf of the member as a "pick-up" of the SERS employee contribution.
- B. Cash Salary:
A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to the applicable payroll deductions, to the member.
- 8.0703 No employee's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the employee's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members of the bargaining unit when this plan is implemented.

- 8.0704 The Board shall compute and remit its employer contributions to SERS based upon total annual salary and the salary per pay period, including the deferred salary or "pick-up".
- A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.
 - B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual salary including the amount of the deferred salary or "pick-up".
 - C. The Board shall compute income tax withholding based upon gross income as reported to the respective authorities.
- 8.0705 The Board agrees to include in the member's total annual salary the deferred salary (pick-up) for the purpose of computing daily rate of pay for severance, for determining paid salary and adjustments to be made due to absence, or for any other similar purpose. The deferred salary (pick-up) shall be included in the base salary for the purpose of determining supplemental duty salaries.

8.08 WORKERS' COMPENSATION

This provision shall be governed by ORC.

8.09 INSURANCE

8.0901 Group Term Life Insurance

The Board shall provide each eligible classified employee, at no cost to said employee, group term life insurance equivalent to said employee's regular salary, rounded to the next one thousand dollars (\$1,000.00), with a double indemnity for accidental death and dismemberment coverage.

8.0902 Eligibility

The Board shall provide life, health and dental insurance for full-time classified employees (defined as those working at least 35 hours per week and bus drivers working at least 17 ½ hours per week), per the schedule outlined in sections 8.0902, 8.0903 and 8.0904 below.

For classified employees working less than full-time, but more than 17½ hours per week, (Bus drivers working A.M., P.M. & mid-day shall be considered full-time) insurance benefits will be paid pro-rata by the Board in accordance with the percentage of time compared to full-time status.

Classified employee having their hours reduced below 17½ hours per week

during the course of a school year shall continue with the same insurance package for the remainder of the school year.

8.0903 Hospitalization:

- A. The Board shall purchase for each eligible employee substantially similar health and hospital insurance coverage that was in effect as of the effective date of this Contract, from a carrier licensed by the State of Ohio for each employee now and hereafter employed and his/her family.
- B. The Board shall pay ninety percent (90%) of the cost of the insurance and premium increases thereof for the ~~2009-2010, 2010-2011 and 2011-2012~~ contract years.

8.0904 Dental Plan:

- A. The Board shall purchase for each eligible employee family dental insurance protection substantially equal to that coverage in effect as of the effective date of this Contract, for each presently employed employee and his/her family.
- B. The Board shall pay ninety percent (90%) of the cost of the insurance and premium increases thereof for the ~~2009-2010, 2010-2011 and 2011-2012~~ contract years.

8.0905 Insurance Rights While on Leave:

Eligible employees may purchase any of the above insurances at group rates while on any approved leave by making advance payments to the Board Treasurer.

8.0906 The Board shall make insurance deductions from paychecks – twice per month.

8.10 **RETIREMENT ASSISTANCE PROGRAM**

8.1001 The Board agrees to participate in the following retirement assistance program:

- A. Employees may choose to participate in the plan when they satisfy the criteria set forth by Section 8.1002 below.
- B. The responsibilities over such matters as procedures concerning eligibility or application for the retirement incentive program or any other matter pertaining to the administration of the program shall lie solely with the Board.
- C. The Retirement Assistance Program (commonly known as the Early Retirement Plan and detailed in Section 8.10) shall be understood to be a "once in a lifetime" benefit. That is, once an employee accepts payment under this plan he/she shall never be eligible a second time. For example, if a retirant under SERS returns to work in this district after being retired at least two (2) months, he/she cannot be paid another benefit under 8.10 of the master contract agreement even though he/she has worked an additional five (5) years and is at least sixty (60) years of age. Since the reemployed retirant is not considered a member of SERS (even though he/she contributes to SERS) he/she cannot "retire" a second time and therefore cannot be paid severance pay based on his/her leave balance when he/she leaves employment in this district the second time.
- D. Since salary schedule placement is based on experience, training and qualifications, the placement on the local salary schedule shall be at the discretion of the Superintendent. It may be at any step deemed appropriate, up to and including the maximum step for the position. Leave provisions and other benefits shall be the same as for any other employee.

8.1002 Retirement Assistance Programs

- A. A member must have been hired and continuously employed by the school district from a date not later than October 11, 1983, and eligibility must be attained during the term of this contract.
- B. The Board agrees to participate in the following retirement assistance program:
 - 1. Employees may choose to participate in the plan when they satisfy the criteria set forth in Subsection C below.

2. The responsibilities over such matters as procedures concerning eligibility or application for the retirement incentive program or any other matter pertaining to the administration of the program shall lie solely with the Board.

C. Retirement Plan and Criteria:

1. Any employee who becomes eligible for retirement with the School Employees Retirement System by attaining any one of the eligibility categories listed below, will receive an additional severance per diem stipend of forty-five percent (45%) of the remainder of his/her accumulated sick leave which has not been used in figuring the regular severance pay.
2. Eligibility Categories:
 - (a) Thirty (30) SERS years of eligible service credit at any age.
 - (b) Twenty-five (25) SERS years of eligible service credit and at least fifty-five (55) years of age.
 - (c) Five (5) SERS years or more of eligible service credit and sixty (60) or more years of age.

Purchased service shall not be eligible for credit.

3. Supplemental contract salaries are not included in the calculation for the additional severance per diem stipend.
4. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
5. Resignations for retirement purposes must be received by the Superintendent no later than April 30 of the school year the employee meets any one of the above retirement criteria. That is, at the end of the school year (June 30) in which the member becomes eligible pursuant to Section 8.1002(C.2) above.
6. Employees must take advantage of this plan whenever they meet any of the criteria set forth in the plan or they will forfeit their option forever. An Employee opting to utilize this plan shall retire on June 30 of the school year during which the member first becomes eligible pursuant to Article 8.1002.C.2, but the employee may retire on any other date as mutually agreed by the employee and the Superintendent. This is a once in a lifetime benefit.

7. Payment under this plan will be made in a lump sum payment after January 1 of the year following retirement. The payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation. In no case will the payment be later than March 31.
8. This provision is not grievable under Article III of this Contract.

8.11 MISCELLANEOUS

Salary schedule advancements and longevity computations shall be as of September 15 annually. Vacation adjustments shall be as of January 1 annually. One hundred twenty (120) days of work constitutes one (1) year of credit for salary schedule placement.

8.12 REHIRING RETIREES

1. Employees who have retired and who are or will be receiving benefits through SERS may be employed by Three Rivers Local School District. There shall be no expectation that any such employee will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reasons will be given for declining to offer such employment to anyone.
2. Since salary schedule placement is based on experience, training and qualification, the placement on the local salary schedule shall be at the discretion of the Superintendent. It may be at any step deemed appropriate, up to and including the maximum step for the position.
3. Individuals employed pursuant to this provision shall not be eligible for any insurance plans offered by the District, including dental, and health, unless they are ineligible for insurance through SERS. Life insurance will be provided. Employees shall pay their own Medicare costs.
4. Persons employed pursuant to this provision shall receive one year limited contracts only and shall not be eligible for two-year limited contracts or for continuing contracts, regardless of their years of service.
5. Each one-year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not reemploy the employee pursuant to Section 3319.083 and 4141.29(l) Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
6. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
7. In the event of a reduction-in-force, the re-employed person will not be considered to have any seniority over any other employee, although the re-employed person will be a member of the bargaining unit, if eligible.

8. Re-employed persons are eligible for sick leave accumulation, starting with a zero balance. Vacation eligibility and other leave provisions shall be the same as they were for the individual prior to retirement.
 9. For supplemental contract persons only, longevity steps will be continued for supplemental contracts held in this District immediately prior to retirement.
 10. TRASP members retiring from this district to be rehired by this District must retire and return to service on dates as mutually agreed between the member and the Superintendent, even if this requires a surrender of some SERS benefits.
 11. This shall not be grievable under the grievance procedures of the current TRASP Master Contract Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or in any court of law.
- Pursuant to the authority provided by ORC 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio statute, this provision shall supersede and replace the statutory provision.

8.13 SALARY NOTICE

The annual salary notices described in ORC 3319.082 shall not be required. Such notice shall be replaced with District's SAL BEN Notice.

8.14 FORMS

Forms in this Master Contract Agreement may be updated or changed as to the spacing or arrangement of information without reopening negotiations, so long as the content of the forms is not changed.

**ARTICLE IX:
EVALUATION & JOB SECURITY**

9.01 EMPLOYEE EVALUATION

- 9.0101 Employees covered by this negotiated Contract shall be periodically evaluated by their supervisors using an evaluation form approved by a committee comprised of administrators and Association members.
- 9.0102 The evaluation shall be based upon the employee's work performance and other work related areas over a reasonable period of time.
- 9.0103 A copy of the evaluation form to be used in a particular school year shall be furnished to the Association President early in that school year if changed in the last year.
- 9.0104 Should the evaluation result in a recommendation for nonrenewal, the provisions of Section 9.02 herein shall be applicable.

9.02 CONTRACTS FOR CLASSIFIED EMPLOYEES

Contracts, nonrenewals, terminations and/or dismissals shall be governed by ORC 3319.081.

9.03 SENIORITY

- 9.0301 The Superintendent will furnish the Association by October 15, seniority lists of all employees showing each employee's date of original employment and present assignment, upon request of the Association President.
- A. Original seniority shall be the initial date of uninterrupted service in the District by the employee, unless otherwise stated in this Contract.
 - B. Classification seniority shall be the initial date of uninterrupted service in the classification by the employee, unless otherwise stated in this Contract.
 - C. In the event of inability to determine seniority set forth in (A) and (B), the date the employee signed their initial limited contract of employment with the District shall prevail. In the event that a tie still remains, a coin toss shall be utilized to determine seniority. A representative of both the administration and Association shall be present for the coin toss.

- 9.0302 In the event of equal seniority for layoff purposes, the tie-breaking procedures in order of priority are:
- A. Previous uninterrupted service in the District.
 - B. Coin flip in presence of Association representative.
- 9.0303 Unpaid leaves of absence shall neither count for nor interrupt continuous service, unless otherwise provided by law.
- 9.0304 An employee shall not lose seniority if he/she is involuntarily assigned to a different classification, position, department or building.

9.04 LAYOFF/DISPLACEMENT

- 9.0401 It may become necessary for the Board to layoff employee(s) for any reasons including but not limited to:
- A. Lack of Funds:
Exists when the District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
 - B. Lack of Work:
Exists when the District has a current or projected temporary decrease in the workload, expected to last less than a year, which requires a reduction of current or projected staffing levels.
 - C. Abolishment of Positions:
Permanent deletion of a position in the District by the Board due to lack of continued need for that position.
- 9.0402 If the Board determines it is necessary to reduce the size of the employee work force, such reductions shall be made by the Board in accordance with the following provisions:
- A. The Superintendent shall inform the Association President and the employee(s) affected of the positions that he/she will recommend for elimination at least thirty (30) calendar days prior to the first day of the reduction in force.
 - B. All employees within the classification where the layoff is to occur shall be placed on a "Layoff List" by seniority as defined herein.
 - C. The least senior employee within the classification(s) as defined in Section 1.0201 where the layoff is to occur shall be the first person laid off.

9.05 **RECALL/RE-EMPLOYMENT RIGHTS**

- 9.0501 An employee whose name appears on the "Layoff List" will be recalled when a position becomes available in his/her classification in reverse order of layoff.
- 9.0502 An employee shall retain his/her rights to recall for a period of twelve (12) months from the first day of the layoff.
- 9.0503 In the event that a vacancy(ies) is determined by the Board to exist, the Board shall recall the employee to active employment status by giving written notice to the employee.
- A. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address.
- B. It shall be the responsibility of each employee to notify the Board of any change in address.
- 9.0504 If the employee fails to accept employment status within five (5) calendar days from the date actual notification was delivered or seven (7) calendar days from the date of mailing, said employee shall be considered to have declined said offer and shall be removed from the "Recall List" and shall be considered to have resigned from the District with no further employment rights within the District.
- 9.0505 Classified Employee Rights During Layoff:
- A. An employee's seniority shall remain unbroken, but shall not accumulate;
- B. The employee shall maintain all accumulation of sick leave days; and,
- C. The employee shall retain his/her salary schedule placement.

**ARTICLE X:
CONCLUSION**

10.01 CONTRARY TO LAW

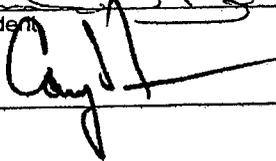
- 10.0101 A. If it is determined by a court of law of competent jurisdiction or by an act of the federal and/or state legislature(s) that all or part of a negotiated provision herein is contrary to law, that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect.
- B. The Board and the Association agree that all items in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(a) shall not be affected by this Article
- 10.0102 If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association on that provision to obtain a workable provision within the established legal structure.
- 10.0103 If any portion of this Contract conflicts with Board policies, this Contract shall prevail.
- 10.0104 Throughout this Contract "Board" shall include Superintendent or designee.
- 10.0105 Forms may be updated or changed as to the spacing or arrangement of information without reopening negotiations, so long as the content of the forms is not substantially changed.

10.02 **DURATION OF AGREEMENT**

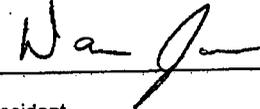
This Agreement shall be in effect from July 1, 2009-2011 and shall remain in full force and effect through June 30, 2012 June 30, 2014.

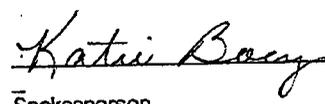
For the
THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:


Superintendent 8/9/11
Date


Treasurer Date

For the
THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL-OEA/NEA:


President 8-12-11
Date


Spokesperson 8/23/11
Date

APPENDIX "A-1"
THREE RIVERS LOCAL SCHOOL DISTRICT
GRIEVANCE FORM - STEP TWO

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

DATE GRIEVANCE OCCURRED: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT _____

Signature of Grievant _____ Date

Signature of Association President _____ Date

DISPOSITION OF PRINCIPAL/SUPERVISOR: _____

Signature of Principal/Supervisor _____ Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX "A-2"

THREE RIVERS LOCAL SCHOOL DISTRICT
GRIEVANCE FORM - STEP THREE

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant _____ Date

Signature of Association President _____ Date

DISPOSITION OF SUPERINTENDENT: _____

Signature of Superintendent _____ Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX "A-3"
THREE RIVERS LOCAL SCHOOL DISTRICT
GRIEVANCE FORM - STEP FOUR

GRIEVANT _____ GRIEVANCE # _____
JOB DESCRIPTION _____

POSITION OF GRIEVANT: _____

Signature of Grievant _____ Date

Signature of Association President _____ Date

DISPOSITION OF BOARD: _____

Signature of Board President _____ Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX "B-1"

THREE RIVERS LOCAL SCHOOL DISTRICT

SALARY SCHEDULE – AIDES

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr.Base 2010-2011	+30¢/hr. 2011-2012
1	\$13.33	13.53	13.73	14.03
2	13.86	14.06	14.76	14.56
3	14.41	14.61	14.81	15.11
4	14.95	15.15	15.35	15.65
5	15.51	15.71	15.91	16.21
6	16.03	16.23	16.43	16.73
7	16.60	16.80	17.00	17.30
11	17.42	17.62	17.82	18.12
16	17.86	18.06	18.26	18.56
21	18.22	18.42	18.62	18.92

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:

- NO BREAKS - 3½ HOURS OR LESS
- ONE BREAK - MORE THAN 3½ TO 6 HOURS
- TWO BREAKS - OVER 6 HOURS

BREAK PERIODS: 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

INSTRUCTIONAL AIDES SHALL WORK THE FIRST TEACHER WORKDAY

IF NOT SPECIFIED OTHERWISE BY JUNE 1 ANNUALLY,
 THE NORMAL EXTENDED SERVICE DAYS SHALL BE
 THREE (3) DAYS BEFORE AND THREE (3) DAYS AFTER
 THE SCHOOL YEAR

APPENDIX "B-2"
THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - BUS DRIVERS

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. Base 2010-2011	+30¢/hr. 2011-2012
1	15.14	15.34	15.54	15.84
2	15.75	15.95	16.15	16.45
3	16.37	16.57	16.77	17.07
4	17.02	17.22	17.44	17.74
5	17.63	17.73	18.03	18.33
6	18.27	18.47	18.67	18.97
7	18.85	19.05	19.25	19.55
11	19.78	19.98	20.18	20.48
16	20.28	20.48	20.68	20.98
21	20.69	20.89	21.09	21.39

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

APPENDIX "B-3"
THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - COOK I

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr.Base 2010-2011	+30¢/hr. 2011-2012
1	44.65	44.85	15.05	45.35
2	45.25	45.45	15.65	45.95
3	45.87	46.07	16.27	46.57
4	46.45	46.65	16.85	47.15
5	47.07	47.27	17.47	47.77
6	47.69	47.89	18.09	48.39
7	48.26	48.46	18.66	48.96
11	49.20	49.40	19.60	49.90
16	49.67	49.87	20.07	20.37
21	20.03	20.23	20.43	20.73

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

HEAD COOKS AT THE HIGH SCHOOL AND MIDDLE SCHOOL LEVELS SHALL BE PAID AN ADDITIONAL 50¢ PER HOUR AND AT THE ELEMENTARY SCHOOL LEVEL, AN ADDITIONAL 35¢ PER HOUR, IF APPOINTED.

APPENDIX "B-4"

THREE RIVERS LOCAL SCHOOL DISTRICT

SALARY SCHEDULE - COOK II

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. Base 2010-2011	+30¢/hr. 2011-2012
1	11.62	11.82	12.02	12.32
2	12.40	12.30	12.50	12.80
3	12.54	12.74	12.94	13.24
4	13.03	13.23	13.43	13.73
5	13.49	13.69	13.89	14.19
6	13.92	14.12	14.32	14.62
7	14.48	14.68	14.88	15.18
11	15.24	15.44	15.61	15.91
16	15.59	15.79	15.99	16.29
21	15.90	16.10	16.30	16.60

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

HEAD COOKS AT THE HIGH SCHOOL AND MIDDLE SCHOOL LEVELS SHALL BE PAID AN ADDITIONAL 50¢ PER HOUR AND AT THE ELEMENTARY SCHOOL LEVEL, AN ADDITIONAL 35¢ PER HOUR, IF APPOINTED.

APPENDIX "B-5"
THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - COOK III

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011 Base	+30¢/hr. 2011-2012
1	10.98	11.18	11.38	11.68
2	11.37	11.57	11.77	12.07
3	11.78	11.98	12.18	12.48
4	12.23	12.43	12.63	12.93
5	12.66	12.86	13.06	13.36
6	13.07	13.27	13.47	13.77
7	13.65	13.85	14.05	14.35
11	14.31	14.51	14.71	15.01
16	14.69	14.89	15.09	15.39
21	14.97	15.17	15.37	15.67

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

HEAD COOKS AT THE HIGH SCHOOL AND MIDDLE SCHOOL LEVELS SHALL BE PAID AN ADDITIONAL 50¢ PER HOUR AND AT THE ELEMENTARY SCHOOL LEVEL, AN ADDITIONAL 35¢ PER HOUR, IF APPOINTED.

APPENDIX "B-6"

**THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - CUSTODIAN I**

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011 Base	+30¢/hr. 2011-2012
1	14.66	14.86	15.06	15.36
2	15.33	15.53	15.73	16.03
3	15.90	16.10	16.30	16.60
4	16.49	16.69	16.89	17.19
5	16.95	17.15	17.35	17.65
6	17.70	17.90	18.10	18.40
7	18.12	18.32	18.52	18.82
11	19.02	19.22	19.42	19.72
16	19.50	19.70	19.90	20.20
21	20.05	20.25	20.45	20.75

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS
 BREAK PERIODS - 15 MINUTES EACH

8 HOUR EMPLOYEES - 1/2 HOUR NON-PAID LUNCH

HEAD CUSTODIANS AT THE HIGH SCHOOL AND MIDDLE SCHOOL LEVELS SHALL BE PAID AN ADDITIONAL 50¢ PER HOUR, IF APPOINTED.

HEAD CUSTODIANS AT THE ELEMENTARY SCHOOL LEVEL SHALL BE PAID AN ADDITIONAL 35¢ PER HOUR, IF APPOINTED.

SHIFT DIFFERENTIAL:
 CUSTODIANS WORKING THIRD SHIFT BEGINNING AFTER 9:30 P.M. SHALL BE PAID A SHIFT DIFFERENTIAL OF \$0.25 PER HOUR FOR ALL HOURS PHYSICALLY WORKED.

- A. THIRD SHIFT CUSTODIANS WHO WORK EITHER THE FIRST OR SECOND SHIFT WILL NOT RECEIVE THIS SHIFT DIFFERENTIAL PAY.
- B. THIS SHIFT DIFFERENTIAL SHALL NOT BE PAID TO A CUSTODIAN FOR HOURS NOT PHYSICALLY WORKED WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, HOLIDAYS, VACATION DAYS, SICK DAYS, PERSONAL LEAVE DAYS, AND OVERTIME.

APPENDIX "B-7"

**THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - CUSTODIAN II**

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011Base	+30¢/hr. 2011-2012
1	41.58	41.78	11.98	42.28
2	42.03	42.23	12.43	42.73
3	42.47	42.67	12.87	43.17
4	42.92	43.12	13.32	43.62
5	43.41	43.64	13.81	44.11
6	43.82	44.02	14.22	44.52
7	44.43	44.63	14.83	45.13
11	45.16	45.36	15.56	45.86
16	45.53	45.73	15.93	46.23
21	45.82	46.02	16.22	46.52

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS
 BREAK PERIODS - 15 MINUTES EACH
 1/2 HOUR NON-PAID LUNCH

HEAD CUSTODIANS AT THE HIGH SCHOOL AND MIDDLE SCHOOL LEVELS SHALL BE PAID AN ADDITIONAL 50¢ PER HOUR, IF APPOINTED.

HEAD CUSTODIANS AT THE ELEMENTARY SCHOOL LEVEL SHALL BE PAID AN ADDITIONAL 35¢ PER HOUR, IF APPOINTED.

SHIFT DIFFERENTIAL:
 CUSTODIANS WORKING THIRD SHIFT BEGINNING AFTER 9:30 P.M. SHALL BE PAID A SHIFT DIFFERENTIAL OF \$0.25 PER HOUR FOR ALL HOURS PHYSICALLY WORKED.

- A. THIRD SHIFT CUSTODIANS WHO WORK EITHER THE FIRST OR SECOND SHIFT WILL NOT RECEIVE THIS SHIFT DIFFERENTIAL PAY.
- B. THIS SHIFT DIFFERENTIAL SHALL NOT BE PAID TO A CUSTODIAN FOR HOURS NOT PHYSICALLY WORKED WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, HOLIDAYS, VACATION DAYS, SICK DAYS, PERSONAL LEAVE DAYS, AND OVERTIME.

APPENDIX "B-8"

**THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - MAINTENANCE II**

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011 Base	+30¢/hr. 2011-2012
1	46.80	47.00	17.20	47.50
2	47.51	47.71	17.91	48.21
3	48.25	48.45	18.65	48.95
4	48.76	48.96	19.16	49.46
5	49.67	49.87	20.07	20.37
6	20.48	20.38	20.58	20.88
7	20.92	21.12	21.32	21.62
11	21.99	22.19	22.39	22.69
16	22.54	22.74	22.94	23.24
21	22.98	23.18	23.38	23.68

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

APPENDIX "B-9"
THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - MAINTENANCE III

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011Base	+30¢/hr. 2011-2012
1	12.58	12.78	12.98	13.28
2	13.16	13.36	13.56	13.86
3	13.54	13.74	13.94	14.24
4	14.18	14.38	14.58	14.88
5	14.69	14.89	15.09	15.39
6	15.20	15.40	15.60	15.90
7	15.76	15.96	16.16	16.46
11	16.54	16.74	16.94	17.24
16	16.97	17.17	17.37	17.67
21	17.29	17.49	17.69	17.99

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

APPENDIX "B-10"
 THREE RIVERS LOCAL SCHOOL DISTRICT
SALARY SCHEDULE - MECHANIC

STEP	Base 2008-2009	+20¢/hr. 2009-2010	+20¢/hr. 2010-2011Base	+30¢/hr. 2011-2012
1	17.51	17.71	17.91	18.21
2	18.44	18.64	18.84	19.14
3	19.24	19.44	19.61	19.99
4	19.97	20.17	20.37	20.67
5	20.72	20.92	21.12	21.42
6	21.48	21.68	21.88	22.18
7	22.02	22.22	22.42	22.72
11	22.88	23.08	23.28	23.58
16	23.70	23.90	24.10	24.40
21	24.16	24.36	24.56	24.86

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT
 (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

APPENDIX "B-11"

**THREE RIVERS LOCAL SCHOOL DISTRICT
 SALARY SCHEDULE - SECRETARIES**

Comment [de2]: This document has been amended to reflect changes in Revised Appendix B-11 which is attached to MOU of 113000 (hard copy only – not attached to copy in computer since it appears here).

Comment [e3]: The MOU will need to be amended or included in this document pursuant to the tentative agreements in 2011.

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STEP	Base 2008-2009	+20¢/hr. 2009-2010	Base+20¢/hr. 2010-2011	+30¢/hr. 2011-2012
1	17.12	17.32	17.52	17.82
2	17.82	18.02	18.22	18.52
3	18.53	18.73	18.93	19.23
4	19.20	19.40	19.60	19.90
5	19.88	20.08	20.28	20.58
6	20.62	20.82	21.02	21.32
7	21.30	21.50	21.70	22.00
11	22.35	22.55	22.75	23.05
16	22.93	23.13	23.33	23.63
21	23.43	23.63	23.83	24.12

120 DAYS OF WORK CONSTITUTES ONE (1) YEAR OF SERVICE CREDIT (For the term of this Agreement, service credit shall not be applicable as vertical steps shall not be honored.)

HOURS WORKED:
 PER JOB ASSIGNMENT

BREAK PERIODS:
 NO BREAKS - 3½ HOURS OR LESS
 ONE BREAK - MORE THAN 3½ TO 6 HOURS
 TWO BREAKS - OVER 6 HOURS

BREAK PERIODS - 15 MINUTES EACH

1/2 HOUR NON-PAID LUNCH

SECRETARIES ARE NOT REQUIRED TO REMAIN ON THE WORK PREMISES DURING THE ABOVE 1/2 HOUR NON-PAID LUNCH BREAK, NOR CAN THEY BE ASSIGNED DUTIES DURING THIS 1/2 HOUR LUNCH BREAK.

APPENDIX "C-1"

THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF PERSONAL LEAVE

Employee's Name _____ Date _____
School Assigned _____ # Days Requested _____

THE UNDERSIGNED IS HEREBY MAKING APPLICATION FOR USE OF _____ personal leave day(s)
beginning _____, M., _____, 20_____, and
ending _____, M., _____, 20_____, and states that the
use of such leave is for the following reason(s) _____

Check one: ___ 1st Personal Day
 ___ 2nd Personal Day

The personal leave days must be classified in one of the following categories:

1. Court appearance
2. Legal business of a specified nature
3. Graduation for members of immediate family
4. Weddings for members of immediate family
5. Death and/or funerals for very close friends
6. Religious observance
7. For other reasons as approved by the Superintendent

Signature of Supervisor

Signature of Employee

APPENDIX "C-2"
THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF SICK LEAVE AND SICK LEAVE JUSTIFICATION FORM

EMPLOYEE'S NAME _____ DATE _____
SCHOOL ASSIGNED _____ # DAYS REQUESTED _____

=====

The undersigned is hereby making application for use of sick leave days, beginning _____ AM/PM,
, 20____, and ending _____ AM/PM,
_____, 20____, and states that the use of suck leave is justified for the
following reasons:

- ____ 1. Personal illness; nature of illness: _____
- ____ 2. Personal injury; nature of injury: _____
Name of Physician, if consulted: _____
Physician's address: _____
- ____ 3. Illness due to pregnancy
- ____ 4. Exposure to contagious disease which could be communicated to others
- ____ 5. Illness to immediate family:
Name _____ Relationship _____
- ____ 6. Injury in immediate family:
Name _____ Relationship _____
- ____ 7. Death in immediate family:
Name _____ Relationship _____
- ____ 8. Injury, illness or death in expanded family (5 day limit):
Name _____ Relationship _____
- ____ 9. Other: _____

Signature of Employee

APPENDIX "D"

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION,
AND
THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL
AND
THREE RIVERS EDUCATION ASSOCIATION

This Memorandum of Understanding is agreed to this 31st day of August, 2010, by and between the **THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board"), **THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL** ("TRASP"), and the **THREE RIVERS EDUCATION ASSOCIATION** ("TREA").

WHEREAS, the Board and TRASP are parties to an Agreement ("TRASP Agreement") which expires on June 30, 2012; and

WHEREAS, the Board and TREA are parties to an Agreement ("TREA Agreement") which expires on July 31, 2012; and

WHEREAS, the Board, TRASP and TREA had conversations regarding the pay dates and prepayment of Board employees; and,

WHEREAS, the Board, TRASP and TREA wish to enter into a Memorandum of Understanding to summarize the agreement reached concerning the pay dates and prepayment of Board employees which is set forth below.

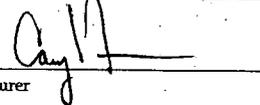
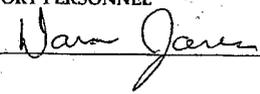
NOW, THEREFORE, the Board, TRASP and TREA agree to the following:

1. The Board will continue to pay all employees via direct deposit on the 1st and 15th of each month. When the pay dates fall on a holiday or a weekend, the Board will pay employees on the last business day prior to the 1st or 15th.
 - a. However, when July 1st falls on a Saturday or Sunday, the Board will pay all employees on the first business day in July.
2. For the 2010 calendar year, all Board employees will receive the equivalent of twenty-five (25) pay dates during the 2010 calendar year for the purpose of reporting incoming to the Internal Revenue Service.
3. For the 2011 calendar year and all subsequent calendar years, all Board employees will receive the equivalent of twenty-four (24) pay dates each calendar year for the purpose of reporting incoming to the Internal Revenue Service.
4. Effective July 1, 2011, the first pay for the 2011/2012 contract year will be July 1, 2011 and the final pay on that contract year will be July 1, 2012. This allows the

District to calculate spread pay for year around employees and divide the annual amount by twenty-five (25) payrolls.

5. The District will start all new hires payrolls two (2) weeks after they start working.
6. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the TRASP and/or TREA Agreements currently in effect between the respective parties or Board policy.
7. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representative of the **THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**, **THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL** and the **THREE RIVERS EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

Date: <u>8/4/10</u>	THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION By:  Board President
Date: <u>8/5/10</u>	By:  Treasurer
Date: <u>9-23-10</u>	THREE RIVERS ASSOCIATION OF SUPPORT PERSONNEL By: 
Date: <u>09/20/10</u>	THREE RIVERS EDUCATION ASSOCIATION By: 

CERTIFICATE

(SECTION 5705.412, O.R.C.)

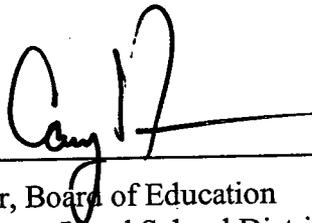
The Undersigned, Treasurer of the Board of Education of the Three Rivers Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2011 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Three Rivers Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Section 5705.41, 5705.412 and 5705.44 of the Revised Code.

June 28, 2011

6-28-11
Date



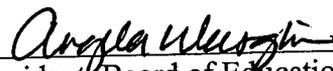
Treasurer, Board of Education
Three Rivers Local School District, Ohio

6/28/11
Date



Superintendent of Schools
Three Rivers Local School District, Ohio

6/28/11
Date



President, Board of Education
Three Rivers Local School District, Ohio

