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**NEGOTIATED AGREEMENT**

**between the**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, (OAPSE)/AFSCME  
LOCAL 4, AFL-CIO AND ITS LOCAL # 380**

**and the**

**RIVERDALE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

**Effective July 1, 2012 through June 30, 2014**

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## ARTICLE 1 - RECOGNITION

### A. Recognition

For the duration of the Agreement, the Riverdale Local School District Board of Education recognizes the Ohio Association of Public School Employees, (OAPSE)/AFSCME Local 4, AFL-CIO and its Local # 380 (the "Union"), as the sole and exclusive bargaining representative of all regular full-time and regular part-time bus drivers.

Excluded positions: The Superintendent, administrators, supervisors, confidential employees, seasonal employees, casual employees, temporary employees, management-level employees, substitute employees, and all other employees of the Board. The Board and the Union agree to apply equally all provisions of this Agreement to all employees in the bargaining unit without unlawful discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union activity.

### B. Definitions

1. Board - The Riverdale Local School District Board of Education, its administrators, and others authorized to act on its behalf.
2. Union - The Ohio Association of Public School Employees, (OAPSE)/AFSCME Local 4, AFL-CIO and its Local # 380 and its officers or others authorized to act on its behalf.
3. Bus Driver - A member of the Union's bargaining unit.
4. Days - Calendar days unless otherwise defined.
5. Whenever a party is required to "notify" the other party, or to provide "notification" under this Agreement, written notification shall be required.

## ARTICLE 2 - NEGOTIATIONS PROCEDURE

### A. Subjects of Negotiation

Representatives of the Board and the Union will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

### B. Requests for Negotiation

1. If either of the parties desires to negotiate, it shall notify the other party, in

writing, no sooner than one hundred twenty (120) days and not later than sixty (60) days before expiration of this Agreement. Notification in writing from the Union shall be served on the Superintendent and from the Board shall be addressed to the President of the Union.

2. Within two (2) weeks after receipt of the request for negotiations (unless the parties mutually agree to a later date), an initial meeting will be held at which both parties will submit their proposals, in writing, and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto.
3. Proposals and subsequent counterproposals shall be written in such detail as to specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

C. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party shall require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall not be scheduled during work hours and shall be at reasonable intervals, places and times and to avoid, as nearly as is practical, conflict and interference with school and employment schedules unless otherwise agreed to by both parties.
3. Negotiation meetings shall be closed to the press and the public.
4. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus with time of resumption mutually agreed to as a condition of recess.

D. Representation

Representation at negotiation meetings shall be limited to four (4) representatives of the Board and four (4) representatives of the Union. All negotiations shall be conducted exclusively between said teams. The Board's outside counsel and the Union's business agent shall not count toward the four person limit.

E. Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law.

F. News Releases

Periodic progress reports may be issued during negotiations to the public, provided any such news release shall have the prior approval of both parties.

G. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party.
2. Once the agreement has been ratified by the Union, it shall be submitted to the Board for action at its next regular or special Board meeting. (This is provided that the next regular Board meeting is not less than five (5) days from the date the Board receives the Agreement.)
3. When approved by both the Union and the Board, the items agreed to shall constitute a revision of the negotiated contract.
4. Four copies of the revised contract shall be signed on behalf of the Board and the Union with one copy to be retained by the Board and one copy to be sent to SERB and two (2) copies to be retained by the Union.

H. Impasse Procedure

In the event the parties are unable to reach agreement on all issues submitted for negotiations within forty-five (45) days of the expiration of the contract, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation.

Within ten (10) days of the declaration of impasse or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement.

I. Conflict with Law or Regulations

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If any provision of this Agreement is otherwise contrary to law, only such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect. The parties shall meet within thirty (30) days of demand by either party to renegotiate the affected provision to make the contract whole.

J. Assistance and Study Committees

1. Either party may call upon professional and lay persons (consultants) to consider

and make suggestions concerning matters under discussion. The expense of such consultants shall be borne by the party requesting same. Such consultants may be questioned during negotiating sessions by either party.

2. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when they set up the committee.

### ARTICLE 3 - UNION RIGHTS

A. Board Policy Book

A copy of the Board Policy Book is available via the District's website.

B. Speak at Board Meeting

The Association President or his/her designee has the opportunity to speak, in conformance with Board Policy, at each regular Board meeting.

C. Board Minutes/Agendas

1. A copy of the agenda for the regular Board of Education meetings shall be emailed to the local president prior to the meeting. If available, agendas for special board meetings shall also be emailed prior to the meeting.
2. The Union president shall be emailed a copy of the minutes of each Board meeting.

D. Labor Management Meetings

The Superintendent may meet at any time with the Union president or his/her designee to discuss matters of concern. If mutually agreed upon, the parties may establish an ad hoc labor/relations committee to address particular matters affecting labor relations between the parties.

E. Financial Documents

Upon request, the Treasurer shall provide to the Union President, specific District financial documents as soon as they are available.

F. Union Business

1. Duly authorized representatives of the Union shall be permitted to transact official union business (including monthly union meetings) pertaining to the bargaining unit on school property provided that this shall not interfere with or interrupt normal work schedules and school programs, and provided, further, that the Union

representative will check in with the transportation director or superintendent.

2. The Board shall provide the bus drivers with a work room, computer, printer, and all necessary supplies (paper) for purposes of printing route sheets and other district related documents.

G. Subcontracting

The Board shall not subcontract work currently being performed by bargaining unit members except when it can be more economically or more efficiently done and only then after discussing it first with the Union president. These discussions shall include disclosing the terms of the subcontracting arrangements, the cost to the agency to perform the services, exploring alternatives to subcontracting, and the placement of employees in other positions. This article supersedes R.C. 3319.081.

**ARTICLE 4 - GRIEVANCE PROCEDURE**

A. Definitions

1. A claim by a bus driver or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated contract may be processed as a grievance as hereinafter provided.
2. The term "grievant" shall include all members of the bargaining unit or the Union.
3. "Days" shall mean actual working school days; however, during summer break, "days" shall mean Monday through Friday with the exception of holidays.

B. Rights of the Grievant and the Union

1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Union.
2. The Union shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
3. The fact that an employee files a grievance shall not be used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union, or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.
4. If grievance arises from a suspension or termination, it may be submitted at Step II.

5. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept as confidential as is appropriate.

C. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties involved.
2. If an employee does not file a grievance in writing within ten (10) days after the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. All written grievances, appeals of grievances, dispositions of grievances, or notices of hearings shall be delivered by one of the following means:
  - a. Mailed by registered mail with return receipt requested with the date of mailing or postmark and the date of receipt recorded thereon, or
  - b. Hand delivered with the signature of the individual receiving same and the date received recorded thereon.
6. In the event a grievance is filed after May 15 of any school year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
7. All other grievances submitted after May 15th of a school year shall be processed at a time mutually agreeable to the parties involved, but no later than the beginning of the next school term.

D. Grievance Procedures

1. Informal Procedures

If the grievant believes there is a basis for a grievance, he must first discuss the matter with his immediate supervisor in an effort to resolve the problem informally.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the provisions of this negotiated contract.

2. Formal Procedures

STEP I

If the grievance is not resolved in the informal meeting, the grievant may present his formal claim by submitting a completed Grievance Report Form, Step I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought shall be submitted by the grievant to his/her immediate supervisor. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant. The Union and the Superintendent shall both be notified, in writing, as to such disposition of the grievance.

STEP II

If the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant or the Union shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent and/or his designated representative shall meet with the grievant and/or his Union representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step II and forwarding it to the grievant. The Union and the immediate supervisor shall be notified, in writing, of said disposition.

If the Grievance Report Form is not forwarded by either the grievant or the Union to the Superintendent within five (5) days after receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

STEP III

If the grievance is not satisfactorily resolved in the manner provided for in Step II, the parties may mutually agree to attempt to resolve the grievance through non-binding mediation by utilizing the services of the Federal Mediation and Conciliation Service.

STEP IV

- a. If the grievance is not satisfactorily resolved in the manner provided for in Step II or Step III, if applicable, the Union may request arbitration by giving

the Superintendent written notice of its desire to arbitrate, which must be received by the Superintendent or his/her designee within five (5) days of the Step II answer or within five (5) days after the conclusion of the Step III mediation, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall request in writing the American Arbitration Association to furnish the parties with a list of arbitrators. The parties shall select the arbitrator by the voluntary rules of the American Arbitration Association, except that if no arbitrator is selected on the first list submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only." The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Board to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.

- b. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.
- c. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant and the Board shall be final and binding upon the grievant, the Union, and the board.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be equally shared by the parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided, however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

#### **ARTICLE 5 – PERSONNEL FILES**

- A. The personnel file shall be kept in the administrative offices of the District. A bus driver shall have the right, upon request, to review his/her personnel file and may copy any document contained in the file. A bus driver may have anyone present when he/she reviews the file and may designate a representative to review his/her file.
- B. Bus drivers shall have the right to submit written commentary to any material placed in the personnel file and such written comments shall be attached to the item in the file. No anonymous materials shall be placed in a bus driver's personnel file.
- C. Bus drivers shall be informed of any complaint by a parent, student or any other person which is directed toward them if such will become a matter of record.
- D. A copy of derogatory material will be given to the bus driver before it is placed in his/her file. Written material will be removed from the file if an arbitrator, as a result of the grievance procedure, rules that its content is false or has no basis in fact.
- E. Derogatory material (such as but not limited to discipline action, complaints excluding evaluations) shall be removed from an employee's personnel file after five (5) years upon request of the bus driver, so long as there has been no occurrence of a similar nature during that time period.
- F. Any time derogatory material is added to a driver's personnel file, the employee will be informed, in writing, from the individual placing the material in the file.

#### **ARTICLE 6 – NO STRIKE/NO LOCKOUT**

- A. The Union agrees that neither it, its officers, agents or representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or work slowdown, in whole or in part, from the full, faithful and proper performance of the duties of employment by its members or other employees of the Board for the duration of

the contract.

- B. The Board agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of the members of the Union for the duration of the contract.

### **ARTICLE 7 - CONTRACTS**

Bus driver contracts shall be governed by R.C. 3319.081. Any bargaining unit member who is rehired following retirement shall only receive a one (1) year contract, shall always be paid at Step 0, and shall only be eligible for single insurance coverage.

### **ARTICLE 8 - LEAVES OF ABSENCE**

A. Sick Leave

Each full time employee shall be entitled to fifteen days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

1. Unused sick leave shall be accumulated up to 215 days.
2. Employees may use sick leave upon approval of the responsible administrative officer as follows: personal illness, pregnancy, injury, or for absence due to illness, injury, or death in the employee's immediate family. Employees who use more than three (3) consecutive sick days may be required to submit a doctor's note.
  - a. For purpose of illness or injury, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, brothers, sisters, grandchildren, or any member of the family unit living in the same household.
  - b. For purpose of death, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, grandchildren, siblings, son-in-law, daughter-in-law, or any other person who stands in place of a parent. Sick leave shall be limited to three (3) days per occurrence. Additional days may be granted upon request to the principal and approved by the Superintendent.
  - c. One day of sick leave per occurrence may be used to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law or sister-in-law. Additional days may be granted upon request to the principal and approved by the Superintendent.
3. New employees with no accumulated sick leave shall be advanced five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.

4. Each employee shall be notified on the regular paycheck stub of the amount of sick leave which has accumulated to his or her credit.
5. The previously accumulated sick leave of a bus driver who has been separated from employment with the Board shall be placed to his credit upon his re-employment with the Board, provided that such re-employment takes place within ten years of the date of the last termination from employment with the Board. A bus driver who transfers from one public agency to the Board shall be credited with the unused balance of his accumulated sick leave up to the maximum of 200 days.
6. Deductions will be taken from the bus driver's salary for days of illness due to foregoing causes in excess of the number of days of sick leave accumulation. The rate shall be determined by dividing the number of days on duty into yearly salary, thus establishing a per diem rate.

B. Personal Leave

The Board shall grant all employees three (3) personal days with pay per year on the following basis:

1. Request must be submitted to and approved by the transportation coordinator at least three days in advance, except in the case of an emergency.
2. No personal days will be given before or after bus driver holidays or vacation periods without prior Board approval. Requests for personal days must be turned in Wednesday prior to the Board meeting before the holiday or vacation period involved.
3. Personal days may be used during the last fifteen (15) days of the school year only in cases of emergency or if approved by the Board.
4. Personal leave may be taken in half or full day units.
5. Bus drivers shall be compensated for personal days not taken in the following manner. This shall be paid in a lump sum in the second pay in June.

One day not taken - 30% of one day's pay at the bus driver's daily rate

Two days not taken - 65% of one day's pay at the bus driver's daily rate

Three days not taken - 100% of one day's pay at the bus driver's daily rate

In lieu of payment, bus drivers may elect to roll-over unused personal day(s) but cannot have more than five (5) personal days per year. Bus drivers must notify the Treasurer by May 1 if they wish to roll-over day(s).

C. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to a physical disability resulting from assault under the following conditions:

1. Assault shall be defined as an unlawful action resulting in bodily injury to an employee related to school activities, on or off school premises, before, during, or after school hours.
2. The employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.
3. The employee shall also furnish a written signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school. The Board of Education reserves the right to have the employee examined by the Board's appointed physician.
4. Upon receiving the statements referred to in paragraphs 2 and 3 above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to determining if assault leave should be granted to an employee.
5. Assault leave shall not be charged against sick leave earned or earnable by the employee.
6. Any employee who must be absent from his/her duties due to a physical disability resulting from an assault while engaged in school activities, on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of absence, for up to a total of thirty (30) days. The Board may extend assault leave beyond the thirty (30) days.

D. Parental Leave

1. Pregnancy Disability Leave

Bus drivers may use accumulated sick leave and extended illness leave as set forth in this section for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. Length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the bus driver and the bus driver's doctor. The Board may request a statement from the physician certifying disability.

2. Maternity Leave

The District may grant, upon request, an unpaid leave of absence to a pregnant bus driver prior to the beginning of the disability period of her pregnancy. The bus driver may utilize the provisions of the pregnancy disability leave section of this Section when the provisions of that Section apply to her.

3. Child Care Leave

A leave of absence without pay may be granted to a bus driver for the purpose of raising his/her natural or adopted child. Such leave shall be for no more than twelve (12) months duration. The bus driver must notify the Superintendent in writing by April 1 of the bus driver's intent to return or not return to the district for the following year. Failure to notify the Superintendent in writing shall be considered a voluntary resignation of employment with the district.

E. Jury Duty Leave

1. Members of the bargaining unit, upon notification to the Superintendent, shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court.
2. A bus driver shall be excused for service on a jury without loss of pay or benefits so long as the bus driver promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.
3. A bus driver shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:
  - a. The bus driver is served with a valid subpoena to appear.
  - b. The matter upon which the bus driver is testifying is school related.
  - c. The matter is not related to an employment issue or other matter in which a member of the bargaining unit or the Union is a plaintiff and the Board is a defendant in this case.

F. OAPSE Leave

One (1) day of paid leave shall be available each school year for use by the Union's President or designee to attend the OAPSE State Conference. All expenses for such leave, except for the cost of a substitute, shall be borne by the Union.

## **ARTICLE 9 – DISCIPLINE PROCEDURE**

### **A. Just Cause**

No employee shall be suspended or discharged except for just cause.

### **B. Procedure**

The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee who believes there was not just cause for the discipline referenced in paragraph A may file a grievance in accordance with the grievance procedure contained in this Agreement. This process shall be in lieu of the process set forth in R.C. 3319.081(C).

Whenever the Employer determines that there may be cause for an employee to be suspended or discharged, a pre-disciplinary conference shall be scheduled. The conference shall be scheduled at the earliest mutually convenient time. Prior to the conference, the employee shall receive notice of allegations by regular mail, hand-delivered, or certified mail. Said notice shall include a statement of alleged misconduct and the date, time, and place of conference. The employee will have the right to have a Union representative present at the pre-disciplinary conference.

Any employee questioned by the Employer is entitled to have a Union representative present should such questioning move from investigatory to disciplinary or should the employee reasonably believe that disciplinary action may result.

Normally, progressive discipline will be followed but the severity of the offense may result in progressive discipline not being followed.

## **ARTICLE 10 - REDUCTION IN STAFF**

The Board may make a reasonable reduction of bus drivers in the event that reduction becomes necessary as a result of decreased enrollment of pupils, return to duty of regular bus drivers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or due to financial reasons. When the Board deems such a reduction necessary, the following procedures shall apply:

- A. At least thirty (30) days preceding an anticipated staff reduction, the Union president shall be notified of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Union and the Board to review appropriate data indicating a need for a reduction in staff.
- B. Within sixty (60) days of the ratification of this negotiated contract, the Union president shall be provided an up-to-date seniority list for all members of the bargaining unit. Each school year, no later than October 31, the Union president shall be given a revised seniority

list. The seniority list shall be prepared by listing all bargaining unit members according to continuous service (based on date of hire under regular contract) in the Riverdale Local Schools. The list shall include the date of initial employment under regular contract (continuous) for each employee and the date(s) of any leave of absence.

Employees using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave, i.e. a leave of absence shall not break an employee's continuous employment.

If two or more employees have the same length of continuous service, the tie shall be broken by administrative decision at the time such employees are affected by a staff reduction.

- C. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire or resign. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.
- D. Reductions needed beyond those covered by attrition will be made by layoffs. The Board shall proceed to layoff drivers in accordance with the recommendation of the Superintendent who shall give preference to employees who have greater seniority. If there is a layoff during the school year that results in bumping, all affected routes will be rebid over the summer.
- E. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when positions become vacant. When a vacancy occurs, the Board shall send a certified announcement to the last known address of those on the recall list who are qualified to fill the vacancy. It is the individual's responsibility to keep the Board informed of his/her current address. Any person who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

An individual on the recall list shall, upon acceptance of the notification to resume active employment status, return to active status with the same seniority, accumulation of sick leave, and salary schedule placement as said employee enjoyed at the time of layoff.

- F. The personnel records and all references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

#### ARTICLE 11 – BUS ROUTES

##### A. Timing of Routes

The Board shall time the routes each year for purposes of establishing each route's actual route time. If the driver disagrees with the route time established by the Board, he/she may request

that the Transportation Supervisor ride and time the route. Forty minutes per day will be added to the actual route time to allow for pre-trip inspections and other non-driving duties such as paperwork and fueling and five minutes per day will be added to the actual route time to allow for time spent relocating the bus from its parking area to the student p.m. pick-up area. Busses must be parked and ready to safely receive students before the student release time.

B. Selection of Regular Routes/Bidding Procedure

When there is a vacant route that the Board determines to fill, it shall post the vacancy for a period of five (5) days. The Board shall select the driver that it determines is the most qualified for the posted route. If qualifications are determined by the Board to be equal, the Board shall select the driver with the most seniority in the District. The Union may challenge the Board's qualification determination through the grievance procedure. If mutually agreed by the parties, the Board may schedule a meeting to fill multiple vacancies at once in order to avoid the five (5) day posting period for each vacancy. Postings in the month of June, July, and August shall be distributed to the employees via email and shall be declared closed ten (10) days following the date the email is sent. Responses to postings shall be submitted, in writing or by email, to the Transportation Director. Drivers will not have an annual bid on routes but will return to their same route each year. If a route is significantly altered, the Board may elect to treat the route as a vacant route for purposes of this section.

**ARTICLE 12 – EXTRA TRIPS**

Extra trips shall be filled on a rotating basis by seniority among the drivers who annually indicate, in writing, that he/she is interested in driving extra trips. If a driver turns a trip back in after selecting a trip, the Board may fill the trip with any driver if the trip is to occur within 72 hours. Drivers who turn in more than one trip per month will be skipped on the rotation list the next time they are eligible to take an extra trip.

Compensation for extra trips shall be at the employee's regular rate for actual driving time and \$12.00 per hour for waiting time. Driver's start time will commence at the time stated on the trip ticket. Waiting time will commence once the bus is parked at the event and driving time will begin again once the students are loaded on the bus and the bus leaves the event. Drivers are required to stay at the event except when on an approved meal break. There will be a two hour minimum for all extra trips. If drivers are required to perform a pre-trip inspection prior to driving an extra trip, they will be compensated for an extra fifteen minutes. If an extra trip is cancelled, the driver will be paid two hours at his/her regular rate. For overnight extra-trips, drivers will be paid their regular rate for actual driving time and \$12.00 per hour for waiting time.

Each driver will be provided a specific route map for his/her destination. When the extra trip includes an overnight stay, drivers will be given their own hotel room. Non-bargaining unit employees may drive a school van so long as the vehicle does not

transport more than eight passengers (seven passengers plus the driver) and the vehicle is not shuttled back and forth to a particular event. If more than seven students are transported, the trip shall be regarded as an extra trip and be filled in accordance with this Article.

When the District determines that a bus needs to be driven to an off-site location other than Forest, Ohio, for maintenance or repair and if it needs a bargaining unit member to drive the bus to the location, the driver who is normally assigned to the particular bus needing the maintenance or repair will be the first bus driver offered the opportunity to drive the bus. If the bus driver who is normally assigned to the bus is unavailable or declines the trip, then the District may offer the trip to any other driver.

### **ARTICLE 13- BUS DRIVER TRAINER**

There shall be at least one (1) bus driver trainer position for the purpose of training new drivers. The position of bus driver trainer shall be bid when a position becomes open and available as determined by the Employer. Any employee desiring to be a bus driver trainer shall sign up on the bus driver trainer list. Bus driver trainer positions shall be awarded to the most senior applicant who meets the qualifications of the position. The bus driver trainer position shall receive an additional increase of \$1.00 per hour over the employee's regular rate of pay when they are engaged in authorized training duties.

### **ARTICLE 14 - SALARIES**

#### **A. Pay Periods (26 pays)**

An employee's annual salary shall be paid in twenty-six (26) equal installments. Paychecks shall be issued every other Friday with the initial pay date to be established as the first Friday of the school year on which it would be legally possible to issue same.

#### **B. Payroll Deductions for Union Dues**

Payroll deductions shall be made for all employees who authorize same for the purpose of diverting a portion of their earnings to OAPSE/AFSCME for dues. The dues shall be deducted from twenty-six (26) paychecks, beginning with the first payday in September. The Employer's obligation to deduct dues shall cease as soon as an employee's employment terminates or the employee is on an unpaid status.

Within 15 days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with an alphabetical list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

The Union shall notify the Employer in writing of the annual dues rate for the employees

in the bargaining unit. The Union will also notify the Employer in writing of any change to that annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.

If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year and any deferred or tax-sheltered compensation.

The Union shall indemnify, defend and hold harmless the Board, its individual members, the Treasurer and any and all other officers and employees of the Board against any and all claims arising from or in any way related to the deduction of dues or agency fees under this Article.

C. Other Deductions

Payroll deductions shall also be made for those who authorize such for the Scholarship Fund, The Fund for Children in Public Education, United Way, Savings Bonds, disability insurance, annuities, OAPSE P.E.O.P.L.E., and any court ordered deduction.

D. Recertification

The Board, upon receipt of proper documentation, will reimburse drivers for the cost incurred to attend their re-certification class as well as for mileage to attend the class.

E. Severance Pay

Persons qualifying for retirement benefits and retiring from the system shall be paid severance pay on the basis of 30% of accumulated sick leave. The maximum number of days of severance pay shall be determined in accordance with the following formula:

<u>Years of Experience in Riverdale Local Schools</u>	<u>Maximum Days of Severance Pay</u>
Less than 5 years	50 days
5 to 9 years	55 days
10 to 14 years	60 days
15 or more years	65 days

Pay will be based on the per diem rate of the salary earned the last year of service.

In case of death of a bus driver before retirement, 30% accumulate sick days, up to 215, will be paid to the estate of said bus driver.

F. Tuition Free Attendance

Children of non-resident drivers and/or stepchildren residing in the driver's household

- 4. An individual deductible per calendar year of \$25.00 for Classes II and III and a family deductible of \$50.00.
- D. Vision Insurance - The Board shall pay 85% of the cost for vision insurance for family or single coverage.
- E. 125 Account - The Board, within a reasonable time, shall implement a Section 125 plan to tax shelter employee contributions to the cost of group insurance provided by the Board.

**ARTICLE 16 – HOLIDAYS**

All drivers will receive the following days off work with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving
Memorial Day	Christmas

If a holiday falls on a Saturday, it shall be recognized on Friday and if the holiday falls on Sunday, it shall be recognized on Monday.

**ARTICLE 17 - WORK RULES**

The Board retains the right to issue reasonable work rules. A copy of any and all written work rules shall be provided to the Union.

**ARTICLE 18 - GENDER**

The references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

**ARTICLE 19- WORKING CONDITIONS**

A. Family Athletic Pass

The Board will provide a family athletic pass to each employee who elects to receive one. Each employee will volunteer to assist at three (3) of the athletic events; i.e., taking tickets, serving as line judge, assisting with track, etc. If an employee fails to volunteer, the employee forfeits the family athletic pass for the next year.

B. Physical

Physical examinations are controlled by the County ESC, however, if any employee is required by the Board to have an additional physical examination or the County does not cover the entire cost for the annual physical examination, then the Board agrees to pay for the cost of such examination unless the employee goes to his/her own physician, in which

case the Board will not pay any cost toward such examination.

C. Calamity Days

Bus drivers who are not required to work on a calamity day shall be paid their appropriate rates of pay for the calamity day. Drivers will not be disciplined if they cannot be reached for an unscheduled early release.

D. Work Year

In addition to all regular school days and holidays, drivers will be paid for two days (four hours each day) for their required attendance at meetings and in-services. End of year bus washing/cleaning shall not be performed by bus drivers.

**ARTICLE 20 --PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status race, color, creed, national origin, political affiliation, disability, or Union activity.

**ARTICLE 21 - SCHOOL CALENDAR**

The Union will be allowed to review the school calendar for a period of one (1) week prior to its finalization and make comments or suggestions thereon. The parties understand and agree that the school calendars may change to meet the needs of the program.

**ARTICLE 22 -- DRUG AND ALCOHOL TESTING**

Bus drivers shall be subjected to drug and alcohol testing as mandated by the state and federal laws and paid a minimum of fifteen (15) minutes.

**ARTICLE 23 - GENERAL PROVISIONS**

A. Management Rights

Except as otherwise expressly agreed in this Agreement between the Union and the Board, the Board retains the following rights and responsibilities for the Board and Superintendent.

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Board and Superintendent may make decisions in the exercise of the above management rights without prior negotiation or agreement of the Union, but the Union shall be given an opportunity to bargain about the effect(s) of such decisions on wages, hours, terms and conditions of employment of bus drivers and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

B. Waiver of Negotiations

The Board and the Union acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in the contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this contract.

C. Entire Agreement

This contract supersedes all previous agreements, verbal or written, or based on alleged past practices between the Board and the Union and parties of the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. Conflict with Law

The provisions of this Agreement govern the wages and terms and conditions of members of the bargaining unit. This agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted

by Section 4117.10(A) of the Ohio Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or Federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and renegotiate the item affected.

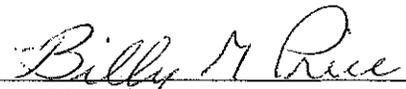
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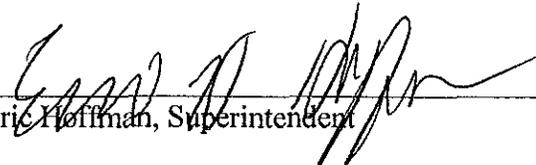
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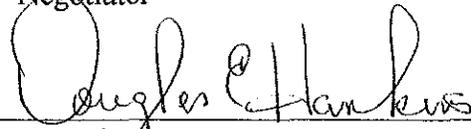
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EDUCATION

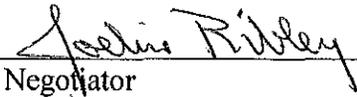
By   
President

By   
Board President

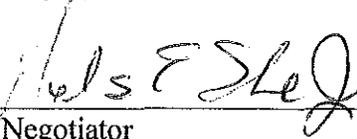
  
Negotiator

  
Eric Hoffman, Superintendent

  
Negotiator

  
Negotiator

  
Negotiator

  
Negotiator

**APPENDIX A**

Grievance No. \_\_\_\_\_

Page 1 of 2

**GRIEVANCE FORM**

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NAME OF GRIEVANT	BUILDING	DATE FILED
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A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of Grievance (including contract provision(s) alleged to have been violated):

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C. Relief Sought \_\_\_\_\_

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SIGNATURE OF GRIEVANT	DATE
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**STEP I**

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

DISPOSITION OF SUPERVISOR \_\_\_\_\_

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SIGNATURE OF SUPERVISOR	DATE
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Page 2 of 2

**STEP II**

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

DISPOSITION OF SUPERINTENDENT \_\_\_\_\_

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SIGNATURE	DATE
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**STEP III**

The parties mutually agree to attempt to resolve the grievance through non-binding mediation through the Federal Mediation and Conciliation Service.

\_\_\_\_\_  
Superintendent          Date

\_\_\_\_\_  
Union President          Date

**STEP IV**

Notification of request for arbitration received by \_\_\_\_\_

on \_\_\_\_\_.

