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STATE EMPLOYMENT  
RELATIONS BOARD

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**A DOCUMENT GOVERNING CLASSIFIED NEGOTIATIONS  
RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT**

The Board of Education of the Rittman Exempted Village School District and the Rittman Chapter of the Ohio Association of Public School Employees, do hereby agree that the welfare of the children of the Rittman Public Schools is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows.

**Article 1  
Preamble**

This Agreement entered into by the Rittman Board of Education, Wayne County, Ohio hereinafter referred to as the "Employer" or "Board" and the Ohio Association of Public School Employees, American Federation of State, County and Municipal Employees, AFL-CIO, and its Chapter 266, hereinafter referred to as the "Union," has its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

**Article 2  
Recognition**

A. Recognition of OAPSE Chapter #266

1. The Union is recognized as the sole and exclusive representative for all eligible classified employees of the Employer. This recognition shall be for the duration of this Agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a representation election conducted by the State Employment Relations Board (SERB).

The Union's exclusive bargaining unit includes the job classifications listed below:

- a. Aides
- b. Bus Drivers
- c. Cafeteria Workers
- d. Custodial-Maintenance Employees
- e. Secretaries

2. Exclusions

For the purpose of this Agreement, the following are excluded from the bargaining unit:

- a. Confidential employees at central office of the Board of Education.

- b. Treasurer.
- c. Maintenance Supervisor.
- d. Cafeteria Manage.
- e. Should the Director of Special Services Secretary revert to psychologist's secretary only, this position would again become part of the bargaining unit.

B. Recognition of the Board

OAPSE Chapter #266 recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Rittman Exempted Village School District and as the employer of all classified personnel of the school system.

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the state of Ohio and of the United States including, but not limited to the rights identified in Ohio Revised Code Section 4117.08

The exercise of these powers, rights authority, duties, and responsibilities shall be limited only by the specific and express terms of this agreement.

C. Recognition of the Superintendent of Schools

The OAPSE Chapter #266 and the Board recognizes the Superintendent of Schools as the chief executive officer and primary professional advisor of the Board as well as the educational leader of the school system and who, as such, must actively participate in the negotiation process.

D. Membership in Professional Organizations

Both parties to the agreement recognize that classified personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment, reemployment, assignment or promotion in the Rittman Exempted Village Schools District. Such organizations may set criteria for membership but may not exclude classified personnel from membership on the basis of sex, marital status, race, creed, handicap, or national origin.

Activities by individual OAPSE, Chapter #266 members in regard to or by OAPSE #266 shall be free from any interference, influence or pressure by the Employer or its representatives or by the Union or its representatives.

**Article 3**  
**Scope of Bargaining**

All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement are subject to collective bargaining between the parties.

**Article 4**  
**Pledge Against Discrimination and Coercion**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, handicap, national origin, job classification, political opinions or affiliation.
- B. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives.

**Article 5**  
**Negotiation Procedures**

A. Directing Requests

Requests in writing for negotiation meetings from the President of OAPSE Chapter #266 will be made directly to the Superintendent. Requests in writing from the Superintendent will be made to the President of OAPSE Chapter #266. Requests for meetings shall contain the reason for the request.

B. Negotiation Meetings

Negotiations between the Employer and the Union shall occur between March 1 and be completed no later than June 10 of the year the then effective agreement expires or by a date mutually agreed upon by the Employer and the Union. Meetings shall be scheduled with the least interruption of school schedules. There shall be no more than one (1) member from each job classification along with an OAPSE state field representative on the Union negotiating team. Members of the Union negotiating committee shall be released from school duties to attend meetings without loss of pay. Any necessary substitutes will be employed at the Employer's expense. Meetings shall be in executive sessions unless otherwise mutually agreed. Any expenses incurred in securing suitable meeting sites will be shared equally by both parties except the Employer will pay all costs of meetings held in

Employer owned, rented, or leased facilities. Any meeting site must be agreeable to both parties.

C. Representation

The Employer and Superintendent or their designated representative shall meet with designated representatives of the Union to negotiate in good faith. Representation shall not exceed seven (7) representatives each of the Employer and the Union.

D. Assistance

The parties to this Agreement may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Such consultants shall not have a voice in the negotiation meetings. Neither team shall have more than two consultants present at any given meeting. Accurate minutes shall be recorded by a member of one of the negotiation teams agreed upon by both parties and shall be approved at the next subsequent meeting.

E. Information

The Employer agrees to furnish the Union negotiation committee upon request and in reasonable time all available information concerning the financial resources of the district and other such information as will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the classified staff, the students, and the educational program.

The Union agrees to furnish all available information on its proposals to the Employer's negotiation team to support the development of sound procedures for the school district.

F. While Negotiations Are In Progress

1. News Releases

While negotiations are in progress on any issue, it is agreed that neither party to this agreement will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release or communication to the public relative to the negotiations must be mutually agreed upon in terms of content prior to its release. The above item is intended to prevent detrimental publicity, which could undermine the good faith principle inherent in this document.

2. Caucus

The chairman of either group may call a caucus at any time. Caucuses shall be of a reasonable length.

3. Protocol

No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member.

4. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be construed as final agreement.

5. Schedule of Meetings

Until all negotiating meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

**Article 6  
Agreement**

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Union and the Employer for ratification. Following ratification by the Union, the Employer shall ratify the Agreement. The Agreement shall then be signed by the parties and shall become part of the official Board of Education records. The resulting Agreement shall constitute a modification of the Articles of this Document and when necessary, the provisions shall be reflected as individual contractual terms. No provision of the resulting agreement shall discriminate against any staff member regardless of membership or non-membership in the Union. After being ratified and adopted, this Agreement shall be binding on the Union and the Employer.

Each party acknowledges that during negotiations each party has the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that any agreement arrived at by the parties will be after the exercise of this right and opportunity. Further, both parties shall after final agreement has been reached voluntarily and unqualifiedly waive, during the life of such agreement, said rights and opportunities and each agree that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in said agreement, even though such subject or matter may not be within the knowledge or contemplation of either or both parties at the time negotiations are being conducted or at the times the parties sign any Agreement, except on request of the Employer or the Union following specific mandating action by the Ohio General Assembly, changes in Federal Law, or changes in the rules and regulations of the State Department of Education affecting any agreement or part thereof in effect, re-negotiation shall occur on any or all of those parts of the Agreement affected by such actions, but only on parts affected.

**Article 7**  
**Disagreement**

A. Responsibilities

The parties to this Agreement pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such procedures as are or may be provided.

B. Impasse

If an impasse is reached during negotiations, the matter shall be submitted to the following impasse procedures within ten (10) days after the request of either party. Upon said request, the parties shall jointly petition the Federal Mediation and Conciliation Service for a neutral person to hear and assist the parties in arriving at a settlement in the impasse.

The mediator shall have authority to hold hearings, confer with any person deemed advisable, and shall have free access to any information possessed by either party to this agreement in seeking to resolve this disagreement.

The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

C. Costs

The costs which may be incurred in securing and utilizing the services of the mediator shall be shared equally by the Employer and the Union.

**Article 8**  
**Rights of Individuals**

Nothing in this Document shall prohibit any classified employee from presenting his/her individual, views, proposals or grievances to the Superintendent or the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this Document.

**Article 9**  
**Discipline**

A. Disciplinary Action

1. Discipline shall be imposed upon bargaining unit employees only for just cause as determined by the Superintendent.

2. Discipline less than discharge will be undertaken for corrective purposes only.
3. Disciplinary action shall be made in writing and served by certified mail or hand delivered upon the employee. Notice shall indicate specific charges, penalty contemplated and other pertinent information.
4. Progressive Discipline: Discipline may include:
  - a. Verbal warning
  - b. Written reprimand
  - c. Suspension and/or working suspension
  - d. Demotion (where applicable)
  - e. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The Employer, solely in its discretion, may repeat a given level of discipline.

5. Disciplinary Hearing: Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by an employee representative or a non-employee representative of OAPSE during such response.

## **Article 10 Grievance Procedures**

Should misunderstandings as to the applications of the provisions of this Agreement and/or rules occur, the Employer and the Union subscribe to the principle that such misunderstandings should be resolved at the lowest possible level and as quickly as possible. In more difficult or complex matters, it is desirable to have a procedure, which provides for an orderly, fair resolution of the problem. To this end, both parties to this Agreement establish and endorse the following procedure.

### **A. Objective**

The objective of this procedure is to secure at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

B. Definitions

1. A grievance is an alleged violation, misinterpretation or misapplication of the expressed provisions of the Agreement.
2. A day shall be defined as a week day (Monday through Friday), excluding weekend days, legal holidays, or scheduled vacation days.
3. The aggrieved party shall be defined as the employee, group of employees, or the Union filing the grievance.

C. Procedure Rules

1. The number of days indicated at each level shall be considered a maximum. The time limits specified may, however, be extended by mutual agreement confirmed in writing.
2. Failure of the aggrieved to proceed within the specified time limits to the initial level or any subsequent levels will result in the grievance being waived and rendered void and may not be refiled.
3. Failure of the administration to respond to the time stated shall mean the grievance progresses to the next level.
4. A grievance shall be filed at the appropriate level which is with the level of administration whose action prompted the grievance.
5. A grievance reduced to writing shall include:
  - a. provisions of the Agreement allegedly violated
  - b. a description of what occurred and when it occurred
  - c. relief sought, and
  - d. date of initiating procedure.
6. Forms for processing grievances shall be made available through designated officials of the Union or the Superintendent's office.
7. All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants.
8. No reprisals shall be taken against any party because of their involvement in the use of this Grievance Procedure.

9. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Employer unless mutually agreed to by the parties.
10. A grievance may be withdrawn at any level by the Union without prejudice or precedent and would be considered resolved.
11. Conferences required by the procedure will be scheduled at times as will cause least disruption to the operation of the schools.

#### Step 1

##### Informal Conference With The Immediate Supervisor Regarding Problem

- A. An employee(s) may request a conference with his/her immediate superior within ten (10) working days after the employee(s) knows the existence of the problem. It is the responsibility of the employee(s) to clearly indicate an informal grievance is being discussed.
- B. A conference to discuss the problem will be scheduled within two (2) working days after it has been requested.
- C. The immediate supervisor will give his/her decision to the employee within five (5) working days after the above conference.
- D. The decision may be appealed, in writing, to the Superintendent within five (5) working days after the supervisor's decision.

#### Step 2

##### Formal Review By The Superintendent

- A. An investigation will be initiated and conferences will be scheduled by the Superintendent within five (5) working days after receipt of the written appeal.
- B. A conference will be held with the employee and other interested parties by the Superintendent at which time all parties may present information relative to the problem under study. The employee may invite a Union representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.
- C. A written decision and explanation of the reasons for the decision will be given by the Superintendent to the employee within ten (10) working days of the last conference.

**Step 3  
Arbitration**

- A. The aggrieved party may submit the grievance to arbitration after the decision at Step 2 has been received. The decision to submit the grievance to arbitration shall be communicated to the Board's Treasurer, in writing, within ten (10) working days from the date of the Superintendent's written decision.
- B. The grievance review will be conducted by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be chosen from the list submitted by the FMCS by the alternate strike method. Each party may reject an entire list and shall have the right to request additional lists.
- C. The arbitrator shall be limited to consideration of the facts at grievance. The arbitrator may not add to, alter or delete from the terms of the negotiated agreement. The arbitrator shall have all power and remedies within statutory limitations to render a decision, which shall be binding on both parties.
- D. The cost of the services of the arbitrator will be borne by the losing party.

**Article 11  
Provisions Contrary To Law**

If any provision(s) of this Agreement or any application of the provisions of this Agreement to any classified person or persons shall be found to be contrary to law, then such provision(s) or application shall be deemed to be invalid except to the extent permitted by law, and all other provisions hereof shall continue in full force and effect.

**Article 12  
AFSCME PEOPLE**

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Article 13**  
**Definitions**

- A. The work day is the number of hours regularly scheduled for the job involved. The work week is the number of days regularly scheduled for the job involved. Example: A worker whose schedule is to work from 8:00 a.m. to 11:30 a.m. Monday, Tuesday, and Wednesday, would have a three and one half (3.5) hour work day and a three (3) day work week. Thursday and Friday would not be considered part of this employee's work week.
- B. The months of work for each employee is determined by dividing the employee's total scheduled work days by twenty (20). Example: A worker whose contract is for 180 days would have nine (9) months of work per year.
- C. The work week shall consist of five (5) consecutive days, Monday through Friday except as otherwise defined in Section A. of this Article.
- D. This article shall not restrict the extension of the regular workday or week on an overtime basis when such is necessary for the conduct of the school district's business.

**Article 14**  
**OAPSE Requirements and Meetings**

- A. The Union shall file with the Treasurer the names of the Union officers both elected and appointed. Additions and/or deletions shall be filed within fifteen (15) days after a change occurs.
- B. Time off with pay will be granted to attend the fall meeting of the East Central Ohio Meeting of OAPSE when the meeting falls on a scheduled workday. Attendance must be cleared through the supervisor and the Superintendent and a statement of attendance provided. The meeting must fall on the same day as the fall teachers' meeting for time off to be granted.
- C. The president or elected delegate of the Union will be permitted to attend the annual meeting of OAPSE without loss of pay. The Union will pay the convention expenses. The Board will provide a substitute where necessary.
- D. Convention attendance will be approved by the Superintendent.
- E. The Union may hold up to four (4) meetings per calendar year, not including contract ratification meetings, which members may attend without loss of pay provided their scheduled work is completed satisfactorily. Any meeting will be scheduled so that the fewest number of people will miss work. No meeting will be scheduled during hours when classes are in session.

- F. The Union will be provided space in each building for OAPSE materials for the purpose of communications with the bargaining unit.

### Article 15

#### Personal Leave/Emergency Personal Leave

- A. Classified employees shall have three (3) days of personal leave, which are not deductible from sick leave. Personal leave shall be used only for the following reasons and under the following conditions:
1. All requests for personal leave must be submitted at least one week in advance, in writing, to the employee's supervisor, except in an emergency. The supervisor will forward all requests with his/her recommendation to the Superintendent. Final action will be by the Superintendent.
  2. The Superintendent will notify the applicant, in writing, of his/her action. No personal leave is considered approved until notification, in writing, is received from the Superintendent.
  3. Personal leave may not be used to extend any vacation. Except for an unusual emergency, emergency personal leave shall not be used two (2) days before and/or after a holiday or vacation period.
  4. To use personal leave, the request need list only "personal business purposes that cannot be conducted during out of school hours".
  5. Personal leave may not be substituted for days covered under sick leave unless all sick days have been used and a special request is made to the Superintendent.
  6. Personal leave is non-accumulative.
  7. No more than 10% of the classified staff rounded off to the next whole person in each classification may be on personal leave at the same time. The 10% shall be determined on a first-approved basis. There shall be no exceptions to this rule unless approved by the Superintendent.
  8. Emergency personal leave shall be granted for the following reasons:
    - a. Emergencies of any immediate nature
    - b. Religious holiday
    - c. Compulsory court attendance
    - d. Marriage in the immediate family
    - e. Death of a close friend or relative not covered under present sick leave
    - f. College graduation.

9. All unexcused absence from work shall be deducted at the employee's regular pay rate.
10. Any unused personal leave days shall be added to the employee's accumulated sick leave days at the end of each school year.
11. Requests for unpaid leave shall be considered on a case-by-case basis.

### **Article 16**

#### **Hospitalization/Major Medical Insurance, Dental Insurance, and Life Insurance**

##### **A. Hospitalization/Major Medical Insurance and Dental Insurance**

The Board will offer to each bargaining unit member, a hospitalization/major medical insurance plan and/or a dental plan according to the following schedule:

1. All 40 hours per week employees shall contribute to premium costs for hospitalization/major medical insurance as follows: nine percent (9%) for July 1, 2012 - June 30, 2015. Premium contributions of bargaining unit members will be paid through payroll deduction.
2. Bargaining unit members employed on or before June 30, 2003, whose normally scheduled work week is at least 10 hours, but less than 40 hours per week and whose normally scheduled work year is more than 100 days, receive their scheduled hours of work per year divided by 1,434 x 100% of the hospitalization and/or dental premium.
3. Bargaining unit members employed on or after July 1, 2003, who work less than 20 hours per week do not qualify for hospitalization and/or dental benefits. Bargaining unit members employed on or after July 1, 2003, who work at least 20 hours but less than 40 hours per week will pay a pro rata proportion of the insurance premium, e.g., a bargaining unit member who works 20 hours per week would receive hospitalization benefits but pay 50% of the monthly premium.
4. Bargaining unit members employed on or after July 1, 2009, who work less than 20 hours per week do not qualify for hospitalization and/or dental benefits. Bargaining unit members employed on or after July 1, 2009, who work at least 20 hours per week but less than 40 hours per week will pay 9% of the total premium plus a pro rata proportion of the Board's share of insurance premium (91% of billed premium), e.g., a bargaining unit member who works 20 hours per week would receive hospitalization benefits but pay 54.5% of the total monthly premium.

B. INSURANCES - Effective July 1, 2010.

1. Stark County Schools Council of Government

The Board of Education may fully meet its obligations to provide health care benefits and services by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 2007.

2. Preferred Provider - Doctors/Hospitals

- a. There shall be one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Schools Council of Governments (COG) Health Insurance Program.
- b. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- c. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representatives of the COG and the OEA Canton office.
- d. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 2c, above.

3. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.
- c. The deductible will be waived.

- d. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- e. The duration of this provision shall be from July 1, 1995, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the OEA Canton Office.
- f. Mail Order Prescription: Upon agreement of the OEA Consultant representative of the OEA Canton Office and the COG representative, an optional mail order prescription program will be implemented.

4. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

5. Dental Insurance

The Board shall purchase dental insurance equal to or exceeding the specifications below.

Plan Description (summary only):

- a) Maximum benefits/covered person:  
Class I, II or III - \$2,500/person per year
  - b) Deductible - Individual           \$25.00 per year
  - c) Deductible - Family               \$75.00 per year
  - d) Co-insurance Amounts
    - (1) Class I – Prevention, 100% of Usual & Customary, (no deductible)
    - (2) Class II – Basic, 80% of Usual & Customary
    - (3) Class III – Major, 80% of Usual & Customary
    - (4) Class IV – Orthodontia, 60% of Usual & Customary
- Lifetime maximum - Orthodontia   \$1200/per individual

6. Health Insurance

The Board shall purchase health insurance equal to or exceeding the specifications below.

Maximum Benefits	Unlimited
Deductible	\$100.00/individual; 200.00/family
Accumulation Period	Calendar Year
Co-Insurance Provision	80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500.00 per individual or \$1,000 for two (2) or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric/ Substance Abuse	80% UCR up to 15 visits (30 visits if In-Network PPO) per person per year.
In-Patient Psychiatric/ Substance Abuse	31 Days per person, per year

Preventative - Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/ Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

C. IRS Section 125 Plan

The Board shall provide an IRS Section 125 Plan for premium and medical expenses for all interested bargaining unit members.

- D. The Employer shall pay the full premium of \$30,000.00 Group Term Life Insurance Policy for each bargaining unit member who qualifies for hospitalization coverage while the person remains employed by the Board.

**Article 17  
Calamity Days**

- A. All classified employees unable to report will be paid their regular daily salary or wage on days that the schools are declared closed by the Superintendent of Schools in accordance with R.C. §3317.01 The total number of such days may not exceed five (5) days in any given school year.
- B. If an employee is required to work a calamity day, he/she will be given a choice between compensatory time off or paid for time actually worked at their regular hourly wage equivalent to the time worked on such a day, this is in addition to Calamity Day pay. All hours spent in pay status for Calamity days shall be considered as hours worked for the purpose of overtime calculation. The Board shall pay for overtime at the rate of time and one-half (1-1/2) for all hours over forty (40) in a workweek.

**Article 18  
Vacations and Holidays**

- A. Vacations
  - 1. Eligibility for vacation and credit towards vacation time accrued is dependent upon fulfilling of the number of workdays required by the Employee's contract. Absence without pay and/or unexcused absence shall not count toward fulfilling the employee's workday requirements. Vacation time accrued shall be reduced by the ratio of absence without pay and/or unexcused absence to total work days times accrued vacation days rounded to the nearest one-half day.
  - 2. Classification I employees will accrue vacation as follows:

Over 1 year employment	2 weeks (10 working days)
Over 7 years employment	3 weeks (15 working days)
Over 15 Years employment	4 weeks (20 working days)
  - 3. All vacations will be taken with the consent of the supervisor. Only two employees per classification will be allowed to take vacation at the same time.
  - 4. A vacation calendar is maintained in the Central Office. All vacation days must be reported there. This applies to all classified employees eligible for vacation.

5. Vacations are non-cumulative, however unused vacation days shall be converted to the employee's accrued Sick Leave on July 1 of each year.

B. Holidays

1. Classification I employees will receive the following eleven (11) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Fair Day	

If required to work Martin Luther King Day, the employee will be given a compensatory day off or one day's additional pay. The choice of which will be the decision of the Superintendent of Schools.

2. Classification II employees will receive those holidays, which fall within their regularly scheduled work year with the exception of Fair Day. They will be paid those hours comparable to the employee's regular daily work hours.
3. If a paid holiday falls on Saturday, then Friday will be substituted as a paid holiday. If it falls on Sunday, then Monday will be substituted as a paid holiday.

**Article 19**  
**Sick Leave**

- A. Sick leave will be granted under Ohio Revised Code Section 3319.141. In the case of absence due to illness, injury or death in the immediate family defined as: spouse, child, mother, father, brother, sister, grandparents, grandchildren, in-law bearing the same relationship and other members of the same household provided the employee has legal or custodial responsibility for the other members of the same household. Time accumulates at the rate of 1 1/4 days per month for regular employees and accumulates to 245 days. The Employer shall be responsible for keeping the sick leave records.
- B. To claim sick leave, a call or message must be given to the supervisor prior to the absence.
- C. Questions on sick leave should be referred to the supervisor, the Treasurer, Superintendent of Schools, or the Superintendent's secretary.
- D. A sick leave record will be provided monthly on the paycheck stub.
- E. A sick leave statement, required by law, will be completed on the provided forms within three (3) working days after returning to work. After five (5) consecutive days off sick

leave, the employee shall provide his/her immediate supervisor a written statement from his/her physician authorizing the return to work. Failure to provide such a statement will prevent the employee from returning to active employment.

F. All employees eligible to collect sick leave will earn fifteen (15) days sick leave per year. Sick leave when used will be charged at the rate of one-half day (1/2) or one full day depending on whether the employee misses up to one-half (1/2) his/her scheduled work day or more than one-half (1/2) his/her scheduled work day.

G. Returning classified employees who end the previous school year with less than five (5) sick leave days may have sick leave days advanced to them upon request.

Days advanced will be limited to one request per year, and may not exceed a total of five (5) days. Advanced days will be paid back as accumulated.

H. Falsification of a statement to justify the use of sick leave is grounds for discipline.

I. Personal and Sick Leave Incentive

In an attempt to assure a high level of quality services and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who begin the school year with at least one-hundred (100) days and who achieve at least a ninety-six percent (96%) attendance level during these time periods.

1 <sup>st</sup> Quarter	Fifty Dollars (\$50.00)
2 <sup>nd</sup> Quarter	Fifty Dollars (\$50.00)
3 <sup>rd</sup> Quarter	Fifty Dollars (\$50.00)
4 <sup>th</sup> Quarter	One Hundred Dollars (\$100.00)

Payments shall be made in February and in June. The first quarter commences on July 1 and the fourth quarter ends on June 30.

J. A bargaining unit member who sustains a work-related injury and must be off work, may elect to use accumulated sick leave or file a claim for lost wages with the Ohio Bureau of Workers Compensation in accordance with their rules and regulations. If a bargaining unit member has exhausted his/her sick leave and elects to file a claim for lost wages, he/she shall request an unpaid leave of absence in accordance with Article 19.

K. Any bargaining unit member who has been absent or on a leave of absence for any reason may be required to present written evidence that he/she is physically fit to return to work and perform all of the duties within his or her job classification. This written evidence must be from a physician authorized to practice medicine under the laws of the State of Ohio. The Board, at its expense and option, may require any bargaining unit member to submit to a medical examination after returning to work from any absence or leave of absence, if in the Superintendent's discretion, the bargaining unit member is unable to perform his/her duties. In the event of a conflict of medical opinions, the bargaining unit member shall be

required to submit to a third medical examination by a health care provider selected by the parties. The third medical examination and opinion shall be paid by the Board and shall be final and binding.

## **Article 20**

### **Unpaid Leave of Absence**

- A. Leaves of absence without pay may be authorized only by the Board upon the recommendation of the Superintendent. Unauthorized absence from duty following the expiration of a leave of absence without pay, or a renewal thereof, or failure to comply with the provisions of the leave, shall constitute grounds which may be considered by the Board as the sole reason for suspension or termination of employment.
- B. Application for leave of absence without pay, or an extension or renewal, must be made in writing to the Superintendent in advance of the leave request. The written request shall state the purpose of the leave, the period of the leave, and must be accompanied by supporting statements concerning the need for or desirability of such leave. Advance approval may be waived by the Superintendent in cases of extreme emergency.
- C. Bargaining unit member shall be granted an unpaid leave of absence for illness or other disability for a period not to exceed two consecutive years. Bargaining unit members may be granted an unpaid leave for educational, professional, and other purposes for a period not to exceed two consecutive years.
- D. Bargaining unit members may request in advance and may be granted days off without pay with the approval of the Superintendent.
- E. Benefits while on unpaid leave:
  - 1. Hospitalization/major medical, dental and life insurance premiums will not be paid by the Board for a bargaining unit member on an unpaid leave of absence. The bargaining unit member has the option to purchase hospitalization/major medical and dental insurances at the group rate, pursuant to the insurance carrier's guidelines for the period provided by law. The cost for this coverage shall be paid in full by the bargaining unit member in advance, on a monthly basis, to the Board Treasurer.
  - 2. A bargaining unit member is not entitled to accrue seniority or service time, sick leave, vacation leave or personal leave when he/she is on unpaid leave of absence.
  - 3. This provision applies when a bargaining unit member has requested unpaid leave that exceeds a period of one month (30 calendar days).
- F. Any bargaining unit member who has been absent or on a leave of absence for any reason may be required to present written evidence that he/she is physically fit to return to work and perform all of the duties within his or her job classification. This written evidence must be from a physician authorized to practice medicine under the laws of the State of Ohio.

The Board, at its expense and option, may require any bargaining unit member to submit to a medical examination prior to returning to work after any absence or leave of absence.

- G. Upon return to service at the expiration of a leave of absence, the bargaining unit member shall resume the contract status that the member held prior to the leave of absence.

## **Article 21**

### **Seniority and Seniority Related Employment Practices**

A. Seniority:

1. Employment seniority shall be defined as the number of years of current, continuous regular employment, including leaves of absence, commencing with the most recent date of employment in a bargaining unit position.
2. If two or more bargaining unit members have equal seniority, the following will apply:
  - a. For bargaining unit members employed on or after July 1, 1997, the earliest date of substitute employment. Substitute time for this purpose shall be continuous years of substitute work immediately prior to the year in which the equal seniority must be decided, or
  - b. For bargaining unit members employed on or before June 30, 1997, the lowest last four digits of the employee's social security number (lowest number is highest in seniority).
3. Except in tie-breaking situations listed in (c) above, only regular employment will be counted in determining seniority. Regular employment means a bargaining unit member who works a full day (number of hours required for the job) and a full year (number of days requested for the job). Regular employment does not include individuals employed as extra, casual, or substitute helpers.
4. When applying for a transfer position, seniority may only be used when the applicant has the necessary job skills to qualify for the position being sought.
5. Job classifications are:
  - a. Aides.
    - 1) Subclassifications are: library aides, study hall monitors, playground-cafeteria aides, teacher aides, time out room monitor, distance learning positions.
  - b. Bus Drivers.
  - c. Cafeteria Workers, except head cook.

d. Custodial-Maintenance.  
1) Subclassifications are: cleaning, custodial-maintenance, and maintenance-cleaning.

e. Secretarial.

6. The Board Treasurer will maintain all employment and seniority records and will be the official and final determiner of length of employment.

## B. Layoff

1. Classified staff may be reduced due to lack of funds, lack of work, or building closures. Bargaining unit members whose job classification(s) are affected will be laid off or released on the basis of employment seniority.
2. No bargaining unit position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article. The bargaining unit member filling a position shall be qualified to fill that available position. This shall apply to both regular and substitute positions.
3. The person with the least employment seniority within that classification will be laid off or released first.
  - a. Board approved leaves of absence shall not constitute an interruption of continuous service, but such time on a leave of absence shall not be included in the calculation of employment seniority. In case of identical seniority, substitute service shall be considered and then an alphabetical selection by last name.
  - b. The bargaining unit member may apply for any other job for which the person has the necessary job skills that is held by a person of lesser seniority. The Superintendent will be the final determiner of necessary job skills.
4. The person with the most employment seniority within a job classification will be laid off or released last.
5. Seniority will be applied to fill all positions covered when a vacancy occurs. No vacancy will exist unless so declared to exist by the Superintendent.
6. Thirty (30) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates, and classification(s) affected, and indicate which employees are to be laid off.

7. Each employee to be laid off shall be given advance written notice of the layoff, with a statement advising the employee of their bumping reinstatement rights. The employee must notify the Superintendent in writing of his/her intention to bump.
8. Recall Rights
  - a. Vacancies which occur during the period of reduction in force shall be offered to those employees working through Bid Procedure. Vacancies which remain following this procedure shall be offered to or declined in writing by the employees standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by registered or certified mail addressed to the employee's last known address.
  - b. Any employee reduced in pay range or laid off shall retain recall rights for a period of two (2) years from the effective date of that employee's layoff or pay reduction, during which time the Board shall not hire any new employees to any classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated.
  - c. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff.
  - d. If reinstated during this period, the employee shall retain all previous accumulated seniority, all rights related to salary, and fringe benefits.
  - e. During this period, the bargaining unit member shall be responsible for keeping his/her address current with the Board's Treasurer.
  - f. A bargaining unit member may be removed from the recall list if he/she:
    - 1) Waives his/her recall rights in writing;
    - 2) Resigns and/or Retires;
    - 3) Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
    - 4) Fails to keep his/her address current with the Board's Treasurer.
    - 5) Has been on the recall list for two (2) years from the effective date of the reduction.
9. Should the Employer find it necessary to reduce or abolish kindergarten routes, these drivers shall be placed in a separate recall list and recalled on the basis of their employment seniority. When all kindergarten drivers have been reinstated, the drivers shall be returned to their previous route.

10. Rights to fringe benefits:

a. Layoff:

- 1) Hospitalization/major medical, dental insurance, and life insurance premiums will not be paid by the Board for a bargaining unit member who is laid off. The bargaining unit member has the option to purchase hospitalization/major medical and dental insurances at the group rate, pursuant to the insurance carrier's guidelines for the period provided by law. The cost for this coverage shall be paid in full by the bargaining unit member in advance, on a monthly basis, to the Board Treasurer.
- 2) A bargaining unit member is not entitled to accrue seniority or service time, sick leave, vacation leave or personal leave when he/she has been laid off.

b. Reduction in hours:

A bargaining unit member whose hours have been reduced will be entitled to Board-paid fringe benefits in accordance with Article 15. If such reduction in hours no longer allows the bargaining unit member to be eligible for Board-paid benefits, the bargaining unit member has the option to purchase hospitalization/major medical and dental insurances at the group rate, pursuant to the insurance carrier's guidelines for the period provided by law. The cost for this coverage shall be paid in full by the bargaining unit member in advance, on a monthly basis, to the Board Treasurer.

C. Overtime for classifications will be granted according to the overtime call list for each classification. The conditions governing that list follow:

1. Overtime work will be granted under the following conditions:

- a. By employment seniority.
- b. If overtime occurs at a time when you have indicated you do not want to be called, your name goes to the bottom of the list until everyone else on the list has had a chance at that and any subsequent overtime, i.e., until your name comes up in the next round.
- c. If overtime occurs and you are called and do not accept the overtime assignment, your name goes to the bottom of the list until everyone else on the list has had a chance at that and any subsequent overtime, i.e., until your name comes up in the next round.

- d. If unexpected overtime occurs that is at the end of a regular shift, the people already working on that shift will be permitted to stay and finish the job as overtime.
- e. If a person is called out of order for overtime, the person at the nearest top of the overtime list who was available for overtime will also be paid for the unassigned overtime.
- f. Time and one-half for Saturday work in weeks with a holiday.

**D. Seniority Work Rules**

- 1. Seniority will be applied within sub-classifications in assigning overtime work.
- 2. The Superintendent reserves the right to bring in casual or substitute employees rather than have regular employees work overtime. Substitute/part-time help may be called in to do jobs as long as it does not cut a regular employee out of a full forty (40) hour week rather than use overtime.
- 3. Seniority will be applied in determining who receives a full workweek if not all full-time employees within that sub-classification are to work a full workweek.
- 4. Seniority will be applied in determining choice of shift and building only when a vacancy has been declared to exist.

**Article 22**

**Employment and Employment Conditions and Benefits**

- A. All applicants for employment will be recommended by the Superintendent or by the administrator or supervisor delegated that authority by the Superintendent.
- B. All recommended applicants for a position will be voted upon by the Board of Education. Employment is not final until accepted by the Board.
- C. The forty (40) hour workweek has been designated as the official workweek for most employees. All hours spent in pay status for Calamity days shall be considered as hours worked for the purpose of overtime calculation. The Board shall pay for overtime at the rate of time and one-half (1-1/2) for all hours over forty (40) in a workweek. Hours spent in sick days, personal leave, or vacation shall not be considered as hours worked for the purpose of overtime calculation. Overtime will be paid only if authorized in advance by the supervisor and the Superintendent.
- D. Contract Anniversary Dates shall be the first day on the job as a regular employee with the School District.

- E. Vacation will be credited on July 1 for all eligible employees based upon 1 year of completed service or prorated based upon the number of full months of completed service between July 1 of the previous year and July 1 of the current year. For example, an employee hired February 1 would be eligible for 5/12's of the allotted vacation based upon the Paid Vacation schedule. In the first year of the contract, those current employees with a January date for vacation advancement shall be subject to the above referenced vacation proration.
- F. It is the responsibility of each worker to become familiar with job specifications written for that position and adopted by the Employer. The worker shall be familiar with the regulations and policies of the Rittman Exempted Village Board of Education. The Union shall be provided a copy of the job descriptions for reference.
- G. Classification I employee's will work days not designated as vacation or holidays even though teachers and/or students are not in attendance.
- H. A T.B. Test is required within 90 days of employment.
- I. The Employer has the right to require a complete health examination and may designate the physician for that examination. Such an examination will be at the Employer's expense.
- J. A completed "personnel record" folder is required of each employee.
- K. A worker will work the first ninety (90) workdays under an agreement with the Employer. If employment is satisfactory during this period, a contract will be issued for the remainder of the one year period.
- L. Upon the termination of the original one-year contract, employees who are rehired will be granted a contract of two (2) years duration.
- M. If the employee is rehired following the two (2) year contract, the employee shall be granted a continuing contract.
- N. Employees not being rehired in the school district will be notified, in writing, on or prior to April 30 by the Employer.
- O. Contracts may be terminated by a majority vote of the Board. Reasons for dismissal are spelled out in Article 9.
- P. Job descriptions are on file in the Superintendent's Office.
- Q. It is the worker's responsibility to be fully aware of the job description.
- R. Upon retirement from Rittman Schools, the Board will pay to the retiring employee an amount determined by multiplying the employee's final per diem rate times one-fourth (1/4) of the employee's total accumulated sick leave not to exceed 65 days.

S. Employee Retirement Contributions

The Employer shall designate each employee's mandatory contribution to the School Employee's Retirement System of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 81-097. This will reduce the amount of employee income reported by the Employer as subject to Federal and Ohio income tax by the current percentage amount of the employee's contribution which has been designated as "picked up."

The amount to be "picked up"/tax deferred on behalf of each employee shall be as required by law of the employee's compensation. The "picked up"/tax deferred rate shall apply uniformly to all employees of the bargaining unit.

No employee's total salary shall be increased by such "pick up" nor is the Employer's total contribution to the School Employee's Retirement System of Ohio increased. These "pick up"/tax deferred provisions shall apply to all compensation including supplemental earnings.

T. The Union President will be notified of new employees, transfers, and temporary positions.

**Article 23**  
**Classification of Employees**

Higher Classification Pay

If any employee agrees to a temporary transfer outside the employee's classification, the employee shall be paid the higher rate of pay for all hours worked. All transfers shall be voluntary.

A. Classification I

1. Term of employment - at least eleven (11) months and forty (40) hours per week.
2. Sick Leave - one and one - fourth (1 1/4) days per month, accumulate to fifteen (15) days per year.
3. Emergency Personal Leave - three (3) days per year according to policy.
4. Paid Holidays – eleven (11) per year:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Fourth of July  
Fair Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

5. Paid Vacation -
  - Employed over one (1) year -two (2) weeks (10 working days)
  - Employed over seven (7) years -three (3) weeks (15 working days)
  - Employed over fifteen (15) years -four (4) weeks (20 working days)
6. Medical Insurance - paid family or individual hospitalization/major medical, dental and group life insurance according to policy.
7. Seniority - according to policy.

B. Classification II

1. Terms of Employment - specific number of days and specific number of hours per day - generally nine (9) months per year, days school is in session, or days school is in session plus a specific number of days beyond, ten (10) to thirty-nine (39) hours per week, two (2) to seven (7) hours per day, thirty- nine (39) hours per week, two (2) to seven (7) hours per day.
2. Sick Leave - one and one - fourth (1 1/4) days per month. A day is equivalent to the normally scheduled work hours per day.
3. Emergency Personal Leave - three (3) days according to policy.
4. Paid Holidays – nine (9) per year:
 

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
	Christmas Day
5. Medical Insurance - paid by formula, family or individual hospitalization/major medical, dental, and group life insurance according to policy.
6. Seniority - according to policy.

C. Positions and Classifications

1. Bargaining Unit Positions
  - a. Head Cook Position - Classification II (need determined by Supt.)
    - 1) 189 days - 3 to 7 1/2 hrs. (567 - 1,417.5 hrs/yr), no overtime
    - 2) 15 days sick leave to 245 days
    - 3) 3 days emergency personal leave
    - 4) 9 paid holidays

- 5) formula amount of board paid fringe benefits
  - 6) seniority
- b. High School Secretary -Classification II
- 1) 206 - 215 days, 8.0 hours per day
  - 2) 15 days sick leave to 245 days
  - 3) 3 days emergency personal leave
  - 4) 9 paid holidays
  - 5) formula amount fringe benefits seniority
  - 6) seniority
- c. Middle School Guidance Secretary - Classification II
- 1) 116 days, 7 hours (812 hrs/yr)
  - 2) 15 days sick leave to 245 days
  - 3) 3 days emergency personal leave
  - 4) 9 paid holidays
  - 5) formula amount of board paid fringe benefits
  - 6) seniority
- d. Middle School Secretary -Classification II
- 1) 206 - 215 days, 7.5 hours (1545.5 hrs/yr)
  - 2) 15 days sick leave to 245 days
  - 3) 3 days emergency personal leave
  - 4) 9 paid holidays
  - 5) formula amount of board paid fringe benefits
  - 6) seniority
- e. Elementary School Secretary -Classification II
- 1) 206 days, 7 hours (1,442 hrs/yr)
  - 2) 15 days sick leave 245 days
  - 3) 3 days emergency personal leave
  - 4) 9 paid holidays
  - 5) formula amount of board paid fringe benefits
  - 6) seniority
- f. High School Guidance Secretary -Classification II
- 1) 206 days, 8 hours (1,648 hrs/yr)
  - 2) 15 days sick leave to 245 days
  - 3) 3 days emergency personal leave

- 4) 9 paid holidays
- 5) formula amount of board paid fringe benefits
- 6) seniority

g. Custodial -Maintenance Worker -Classification I (Includes Maintenance Cleaner Workers)

- 1) 12 months, 40 hours (2,080 hrs/yr)
- 2) 15 days sick leave to 245 days
- 3) 3 days emergency personal leave
- 4) 11 paid holidays
- 5) paid vacations
- 6) 100% of board paid fringe benefits
- 7) seniority

h. Cleaning Person -Classification I

- 1) 12 months, 40 hours (2,080 hrs/yr)
- 2) 15 days sick leave to 245 days
- 3) 3 days emergency personal leave
- 4) 11 paid holidays
- 5) paid vacations
- 6) 100% of board paid fringe benefits
- 7) seniority

i. Cafeteria Worker -Classification II

- 1) 189 days, 3-6 hours (567- 1,134 hrs/yr)
- 2) 15 days sick leave to 245 days
- 3) 3 days emergency personal leave
- 4) 9 paid holidays
- 5) formula amount of board fringe benefits
- 6) seniority

j. Aides- Classification II

- 1) 189 days -194 days, 2-8 hours (378- 1,512 hrs/yr)
- 2) 15 days sick leave to 245 days
- 3) 3 days emergency personal leave
- 4) 9 paid holidays
- 5) formula amount of board paid fringe benefits
- 6) seniority

k. Bus Driver -Classification II

- 1) 189 days, 3-8 hours (567- 1,512 hrs/yr)

- 2) 15 days sick leave to 245 days
- 3) 3 days emergency personal leave
- 4) 9 paid holidays
- 5) formula amount of board fringe benefits
- 6) seniority

2. Substitutes for Regular Employees

Substitutes will be placed for any regular employee who is absent due to leave of absence, sick leave or vacation. Determination to fill known vacancies shall be solely the right of the Employer. If the absence is going to exceed thirty (30) days, the most senior qualified employee shall have the right to transfer during the duration of the absence.

**Article 24  
Salary and Wages**

A. Advancement for years of service will be July 1 of each year for those individuals that were employed during the previous 12 months. Employees hired between July 1 and December 31 will be advanced for years of service on the following July 1. Employees hired between January 1 and June 30 will be advanced for years of service on the second July 1 after being hired. In the first year of the contract, all employees with January incremental adjustment dates will be moved from January 1 to July 1, 2000.

B. Pay periods will be according to Board of Education policy. The pay calendar will be provided by the Treasurer and posted. All employees shall be paid by direct deposit.

C. Salary and Wage Rates and Fringe Benefits During the Life of This Agreement

All current salary and wage rates and fringe benefits covered by this agreement will be maintained at current levels during the life of this agreement, unless they are reduced as part of a uniform plan affecting the entire district.

D. Effective July 1, 2012 for 2012-2013: increase of 0% per hour (Appendix A).

Effective July 1, 2013 for 2013-2014: increase of 0% per hour (Appendix A).

Effective July 1, 2014 for 2014-2015: increase of 0% per hour (Appendix A).

If any other bargaining unit, or administration, receives an across the board base increase that exceeds the above percentage increases during those contract years, then all members of the OAPSE bargaining unit will receive the same percentage increase received by the other bargaining unit or administration. All bargaining unit employees will continue to receive their step increases each year of the agreement.

- E. The Board shall continue the practice of paying 100% of the cost for BCI and FBI background checks as required by House Bill 190 (November 2007).

**Article 25**  
**Job Description Committees**

Both the Employer and the Union shall establish Job Description Committees, which shall be made up of not more than one member from each Job Classification. The Unions purpose will be to give information relevant to each classification to assist the Boards team in determining the content of the job descriptions. Neither party shall have control over the makeup of the Committee of the other party. This Committee shall meet once a year between October and May of each year beginning October 2003.

**Article 26**  
**Transfers, Job Postings and Bidding Procedures**

A. Job Posting

1. If the Employer determines a vacancy exists, a Vacancy Transfer Notice will be posted for a period of three (3) workdays. Employees in the same job classification may bid on this vacancy in writing to the Superintendent within the posted period. Late bids will not be accepted unless no one bids during the posting period. A vacancy transfer will be awarded on the basis of employment seniority. Employees who do not exercise their transfer rights under this section and subsequently bid under sections A-2 and A-3 will be considered as regular bidders under the section A-4 of this article.
2. After the transfer procedure in A-1 has been utilized, a vacancy as determined by the Employer, including those which are not filled by transfer, shall be posted for a period of five (5) work days. The vacancy notice shall contain the job title, rate of pay, and shift.
3. Employees who wish to bid on a vacancy shall do so in writing within the time period of the posting. Late bids will not be accepted unless there are no qualified bidders who applied within the posted time limits. All timely bids will be reviewed.
4. All current employees eligible, upon written request, shall be granted an interview with the supervisor responsible for making the employment recommendation. Employees shall be notified, in writing, of the supervisor's decision promptly thereafter. If there are not qualified bidders from the bargaining unit, the Employer may hire from outside the bargaining unit. The following factors are guidelines for evaluating the candidacy of present employees:

- a. Previous job experience.
- b. Quality and quantity of work performed in the present position as evidenced by evaluations and recommendations.
- c. Skills.
- d. Formal training taken by the individual to prepare for the position applied for.
- a. Seniority as defined in Article 20.
- f. Attendance.

Employees who are relatively equal in these areas will be awarded the job on the basis of employment seniority .

- 5. An employee who is granted the job shall be placed on a twenty (20) workday qualification period to determine capability to perform the work. If the employee or the Employer feels the job performance is unsatisfactory, prior to or at the end of the qualification period, the employee will be placed back in the job classification, position and salary held at the time of the transfer.
- 6. During the summer months, written notice of postings shall be mailed to the Union employees not working during the summer. Vacancy notices shall remain posted for no less than ten calendar days during the summer.

#### B. Transfers

- 1. Voluntary Transfer - Regular employees may request a change in position by writing to the Superintendent of Schools.
- 2. Involuntary Transfer - An involuntary transfer shall mean a change in an employee's assignment without the employee's consent. An involuntary transfer shall be effected only after the employee involved is given written notice as to the reasons for said transfer. The employee may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The employee may at his/her option have a representative of his/her choice at this meeting. No employee shall be transferred to a position outside their present job classification.
- 3. When an employee transfers or is reassigned to a new classification, he/she will be placed on the salary schedule of the new classification at the step closest to the hourly rate that he/she received in the former classification without reducing his/her hourly rate. An employee who transfers to any step other than step 0 will remain at that step for no longer than two years.

C. Light Duty

Upon approval/certification of the physician, the Superintendent may offer an employee the opportunity to perform light duty within his/her current job classification if he/she is medically unable to perform his/her regular duties.

**Article 27  
Dues Deduction**

- A. It shall be the duty of the Union to present to the Treasurer of the Board written authorization for dues deduction, including local dues, from its members. The Treasurer of the Board will deduct the amount payable to the Union in equal amounts from each remaining paycheck for that contract year.
- B. Bargaining unit members who do not elect to become members of the Union within sixty (60) days following the employees' initial day of actual work will be required to pay the fair share fee in lieu of Union dues. Such fair share fee shall be deducted in the same manner as membership dues.

This section is not applicable to any current employee who is not a member of the Union or elects to withdraw as a member of the Union before the thirty-first (31) calendar day from the date the 1994-1997 agreement was ratified by the Union and the Board. The date the last of the two parties ratifying the agreement ratifies it will start the thirty (30) day count.

The Union agrees to hold the Board, individually and collectively, and the administration, individually and collectively, and the District, as an entity, harmless in any suit, claim, or proceeding arising out of or connected with the imposition, determination or collection of the service fees for dues, to indemnify the Board, individually and collectively, and the administration, individually and collectively, and the District, as an entity, for any liability imposed on any of the aforementioned as a result of any such suit, claim or administrative proceeding, and to reimburse the aforementioned for any and all expenses incurred by the aforementioned in defending any such suit, claim or administrative proceeding, including, but not limited to, attorney fees and court costs.

- C. All deductions shall be forwarded to the Union Treasurer along with an accounting by name of the deductions within five (5) calendar days of the deduction.

**Article 28  
Bus Drivers**

A. Training Prospective Drivers

The driver-trainer for new bus drivers must be certified by the State of Ohio as a driver-trainer. Wherever possible, the driver-trainer will be a regular route driver employed by the

school district. The driver-trainer will work the hours assigned by the bus coordinator and will be paid the driver-trainer's regular hourly rate.

## B. Field Trips

### 1. Assigning Field Trips

The bus coordinator shall maintain a field trip roster which shall contain the names of all drivers wanting to take field trips. The drivers will be listed by seniority, with the most senior listed first and the least senior listed last. Field trips will be assigned on a rotation basis by seniority. If a driver refuses a trip, that driver's name will go to the bottom of the seniority rotation list.

A driver may be skipped if the driver would be over forty hours in a week by having the trip assigned to him/her. A driver that is skipped will not have his/her name go to the bottom of the list.

If a driver is not contacted at least twenty-four (24) hours prior to the scheduled field trip, the driver shall have the right to refuse the trip without the driver's name going to the bottom of the seniority rotation list.

If there is a field trip available that is for more hours than the driver's regular route hours, the driver may be given the opportunity to drive the extra trip. The time that the driver misses from the regular route by taking the field trip will be deducted from the driver's hours that pay period.

A driver's name may be removed from the seniority rotation list only upon the written request from the driver to the bus coordinator.

Substitute drivers or other employees will not be called to drive field trips unless all regular drivers on the seniority rotation list refuse the trip.

### 2. Hours and Pay

All trip hours and destinations shall be posted in the bus coordinator's office and available for inspection.

All trip hours shall be divided as equally as possible.

Drivers shall be at the assigned bus fifteen (15) minutes prior to the scheduled starting time of the field trip. Drivers will be paid for this fifteen (15) minutes.

Whenever a bus leaves the point of storage, the driver will be paid a minimum of one and one-half (1 1/2) hours which shall include the fifteen minute (15) lead time.

If a driver is assigned to a field trip and the trip is cancelled without notifying said driver before the driver has left home, the driver shall be paid one and one-half (1 1/2) hours call out time.

Pay for field trips shall be included in the driver's regular paycheck including fringe benefits and deductions. The field trip rate shall be \$9.75 per hour effective July 1, 2009. The field trip rate of pay shall be \$10.00 per hour effective July 1, 2010. The Field trip rate of pay shall be \$10.25 per hour effective July 1, 2011.

C. Vacancies and Loss of Hours

All vacancies will be posted and filled according to the provisions of Article 25 of this agreement.

If a driver's hours are reduced, that driver may bump a driver of lesser seniority.

D. Routes

All full time routes will be two (2) hours in the morning, with fifteen (15) minutes for warm-up and pre-inspection and two (2) hours in the afternoon with fifteen (15) minutes for cleaning and fueling.

All routes over four and one-half (4 1/2) hours will be paid at actual time.

Part time routes will be one and one-half (1 1/2) hours or actual time whichever is greater.

The mechanic may substitute on routes or field trips only when a regular driver or substitute driver is not available.

E. Other Provisions

Buses shall be washed as needed and directed by bus coordinator, with input from the senior bus driver and bus mechanic.

All drivers shall be paid for breakdown time at their regular route rate of pay, starting with the time they breakdown.

Drivers shall be paid for 178 days plus holidays. All drivers will be required, without pay, to attend one (1) safety meeting, one (1) orientation meeting, one (1) evaluation meeting, and one (1) emergency meeting which will not exceed thirty (30) minutes. No meetings are to be held on holidays.

No driver shall be required to drive their own personal vehicle to transport students.

It is the responsibility of the Employer to supply all health and sanitary supplies necessary for operation of a clean and safe bus. These supplies include, but are not limited to, tissues, paper towels, vomit dry, wastebaskets, glass cleaner and disposable gloves.

Any time a driver is going to be absent he/she shall report to the bus coordinator (or designated person) as soon as possible.

Overnight field trips shall be compensated by paying drivers for time, at the field trip rate per hour, and overnight at a rate of four dollars per hour. Drivers meals and lodging shall be paid, for overnight trips only.

- F. All covered employees shall be in pay status during the time tests are being administered in accordance with the federal CDL drug-testing program.

### **Article 29 Transportation of Students**

Under normal circumstances no employee shall be required to transport students. However, in emergency situations, it may be necessary for an employee to be involved in the transportation of students when other options are unavailable to the district. When an employee is utilized to transport students, the employee shall be permitted to spend the same amount of time in completing that employee's duties as the employee did in transporting students. The employee shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay for doing so. Under no circumstances will the time spent at the overtime rate of pay exceed the time spent transporting students, unless prior approval is given by the employee's supervisor. Nothing contained herein shall be a condition of employment of any employee.

### **Article 30 Compensatory Time**

In lieu of overtime pay, an employee may elect to accumulate compensatory time off. Any employee receiving compensatory time off shall verify the amount of compensatory time the employee has and verify its use through the employee's supervisor. No more than two (2) employees per classification will be allowed to be off work at the same time.

Compensatory time shall be accrued and granted at time and one-half (1 1/2) for all overtime hours worked.

Compensatory time off shall be taken within 180 days following the time the overtime was worked.

An employee may not accrue more than 120 hours of unused compensatory time for overtime hours worked. Employees who have accrued unused compensatory time up to these limits must be paid in cash for additional overtime.

Upon termination of employment, unused compensatory time must be paid at the employee's final regular rate.

### **Article 31**

#### **Substance Testing and Assistance**

A. The provisions of this Article are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation ("DOT") regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the Employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program will be made available to employees with personal problems, including those associated with alcohol or controlled substances. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

B. Provisions

For those employees covered by DOT regulations:

1. Safety-sensitive employees as defined in the Department of Transportation regulations are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty. And follow-up testing. Employee's identification numbers shall be used instead of social security numbers when selecting for random pool.
2. Only an employee's direct supervisor, building principal, or school nurse may order a test under reasonable suspicion. Anyone with the authority to authorize such testing must have a minimum of three (3) hours of training to recognize the signs of alcohol and controlled substance abuse.
3. Anonymous tips may not be used as a basis for reasonable suspicion.
4. A written record of the observation leading to an alcohol reasonable suspicion test may be made and signed by the person who made the observations

C. For employees NOT covered by DOT regulations:

1. Alcohol and controlled substance testing will be conducted under the following conditions: pre-employment, return-to-duty, and follow-up testing, and situations where there is reasonable suspicion. Tests will only be conducted following an accident or injury if there is reasonable suspicion to believe that alcohol or controlled substance may have caused or contributed to the accident. The behavior giving rise

to reasonable suspicion must be a recognized symptom of impairment or alcohol or controlled substance use; and is not reasonably explained as the result of other causes, such as fatigue, lack of sleep, or exposure to toxic fumes.

2. A Supervisor's recommendation to test will be in writing and describe the behavior and circumstances observed by that Supervisor that is the basis for recommendation an employee be tested. The recommendation will be reviewed by the Superintendent and Department Head, if applicable. No test will be conducted without the written approval of the Superintendent and Department Head. The behavior giving rise to reasonable suspicion must be a recognized symptom of impairment or alcohol or controlled substance use; and is not reasonably explained as the result of other causes, such as fatigue, lack of sleep, or exposure to toxic fumes.

- D. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug and/or alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party, other than the Union. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.
- E. All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.
- F. Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his evidentiary value as the two previous tests. Employees shall be paid for all lost time. If at any point the results of the drug article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.
- G. Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who as tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program, as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in

which case the Employer shall have the right to disciplinary action, including termination. Employees shall be permitted to use Employer provided health care benefits for such programs. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a family and medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a family and medical leave of absence without pay for a period not to exceed 90 days.

- H. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action, including termination. Except as otherwise provided herein, costs of all drug-screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.
- I. No drug testing shall be conducted without the authorized of the Employer. If the Employer orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of drug and alcohol testing shall be kept in the office of the Employer and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be uses in future disciplinary actions as set forth in the article.
- J. The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.
- K. Employees that purposely make false accusations pursuant to this section shall be subject to discipline in accordance with this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

### **Article 32 Employee Assistance Program (EAP)**

- A. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program

approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing substances, the employee shall be disciplined or discharged.

- B. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall strictly confidential.
- C. This Article shall not operated to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

### **Article 33 Distribution of Agreement**

Within a reasonable amount of time after the execution of this Agreement, the Employer shall provide the Union with 50 copies of the Collective Bargaining Agreement, along with a computer disk containing the new Collective Bargaining Agreement.

**Article 34  
Agreement**

THIS AGREEMENT made and entered into June 19, 2012, between the Rittman Board of Education and Ohio Association of Public School Employees, AFSCME AFL-CIO, and its Local 266 for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed this Agreement on the day and the year first above written. This Agreement shall be in effect from July 1, 2012 through midnight of June 30, 2015.

RITTMAN EXEMPTED VILLAGE  
SCHOOL DISTRICT BOARD  
OF EDUCATION

*Debra E. Haffner*  
President

*JFK*  
Superintendent

*Mark D. Juchacz*  
Treasurer

*Aug 13, 2012*  
Date

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES,  
AFSCME AFL-CIO LOCAL 266

*[Signature]*  
President OAPSE Local 266

*E. Bell*  
OAPSE Field Representative

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Union Negotiator

*8/17/12*  
Date

**Appendix A  
Effective July 1, 2012**

Years	A	B	C	D	E	F	G	H	I	J	K
Experience	SEC	MON	LIB	PLG	TOR	CLE	CUS	MNT	BUS	HCK	CAF
0	12.54	11.64	11.83	11.21	11.37	11.64	13.84	12.30	13.47	12.34	11.64
1	12.79	11.82	12.00	11.34	11.52	11.82	14.06	12.66	13.73	12.53	11.82
2	13.07	11.97	12.17	11.51	11.68	11.97	14.31	12.87	13.99	12.65	11.98
3	13.34	12.10	12.35	11.68	11.81	12.10	14.58	13.08	14.28	12.82	12.10
4	13.57	12.29	12.47	11.85	11.97	12.29	14.81	13.31	14.52	12.97	12.29
5	13.78	12.42	12.62	11.97	12.12	12.42	15.08	13.76	14.75	13.38	12.42
8	13.99	12.60	12.81	12.16	12.31	12.60	15.31	13.96	14.98	13.59	12.60
10	14.31	12.74	12.91	12.29	12.42	12.74	15.56	14.23	15.21	13.84	12.74
12	14.80	13.03	13.20	12.59	12.69	13.03	16.09	14.66	15.79	14.15	13.03
14	15.29	13.32	13.50	12.90	13.00	13.32	16.61	15.13	16.19	14.49	13.32
16	15.69	13.66	13.86	13.23	13.33	13.66	17.05	15.52	16.62	14.88	13.66
18	16.08	14.01	14.21	13.57	13.66	14.01	17.49	15.92	17.05	15.27	14.01
20	16.32	14.22	14.43	13.77	13.87	14.22	17.75	16.16	17.31	15.49	14.22

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#  
Combined  
Position  
Rate

## For a  
Boiler  
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# Memorandum of Understanding by and between the Rittman Exempted Village Schools and the Ohio Association of Public School Employees Local #266

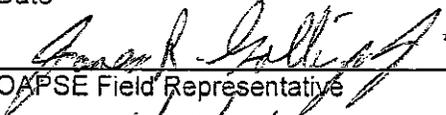
On a non-precedent setting basis, it is agreed that the current situation of a Rittman aide traveling to Orrville and performing aide duties while accompanying a Rittman student and an Orrville aide traveling to Rittman and performing aide duties while accompanying an Orrville student will be allowed to continue with the following stipulations:

- 1) The (current) Rittman aide will be covered by the OAPSE Local 266 collective bargaining agreement (CBA) regardless of the aide's physical location.
- 2) The (current) Orrville aide will not be covered by the OAPSE Local 266 CBA regardless of the aide's physical location.
- 3) No other Rittman Exempted Village employee(s) will be requested to work at Orrville City Schools or vice versa.
- 4) This MOU must be ratified by OAPSE Local 266.
- 5) If, a second (exact or similar) situation occurs in the future the parties will decide how to proceed on a case by case basis regarding that issue and will reach an agreement on how this issue will be resolved in the future "if" it were to occur a third time. For example, the next time will be decided based on the merits of the issue and the parties will agree on whether this practice will or will not be extended the third, fourth, fifth, etc. times it may occur in the future

For Rittman Exempted Village Schools:

  
\_\_\_\_\_  
Jon Ritchie  
  
\_\_\_\_\_  
Date 4/21/08

For OAPSE Local 266:

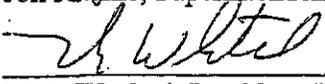
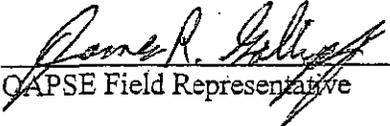
  
\_\_\_\_\_  
President, Local 266  
  
\_\_\_\_\_  
Date 4/15/09  
  
  
\_\_\_\_\_  
OAPSE Field Representative  
  
\_\_\_\_\_  
Date 4/15/09

**Memorandum of Understanding  
by and between  
The Ohio Association of Public School Employees Local #266 and  
The Rittman Exempted Board of Education**

In determining who is more senior regarding Lori Bigler or Connie Frazier; it is agreed that the language contained in Article 20 – Seniority and Seniority Related Employment Practices, shall be modified as that Connie Frazier will remain to be considered more senior than Lori Bigler.

This Memorandum shall be in effect until one of the above mentioned employees quits, resigns, retires, and/or is justly terminated from the Rittman School District.

This Memorandum is in regards to the above mentioned employees only and only modifies Article 20 in this specific way. This Memorandum is non-precedent setting for both parties.

 _____ Jon Ritchie, Superintendent	4/21/09 _____ Date
 _____ Mark Wachtel, President #266	4/15/09 _____ Date
 _____ OAPSE Field Representative	4/15/09 _____ Date