



10-10-14
13-CON-03-1935
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NEGOTIATED AGREEMENT

BETWEEN THE

**RAVENNA SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES**

LOCAL #562

SEPTEMBER 1, 2013 - AUGUST 31, 2016

TABLE OF CONTENTS

| ARTICLE | SUBJECT | PAGES |
|---------|--|-------------------|
| | | 10-13-CON-03-1935 |
| | | 1935-03 1 |
| | | K31606 1 |
| I | The Agreement | |
| II | Purpose | |
| III | Recognition | |
| IV | Association Security, Dues and "Fair Share Fees" | 2-3 |
| V | Negotiations Procedure | 3-6 |
| VI | Consistency With The Law | 6 |
| VII | Leaves and Severance | 6-12 |
| VIII | Insurance | 12-16 |
| IX | Job Posting/Bid Procedure | 16-17 |
| X | Lay-Off and Recall | 17-18 |
| XI | Grievance Procedure | 19-20 |
| XII | Employee Rights | 20-22 |
| XIII | General Provisions | 22-23 |
| XIV | Holidays | 23-24 |
| XV | Salary Schedule | 24 |
| | Regular Salaries | 24 |
| | Mid-day/Noon Routes | 24 |
| | Old Bus Attendant Salaries | 24 |
| | New Bus Attendant Salaries | 24 |
| | Field and Athletic Trips | 25 |
| | Moving of Buses and Bus Trips to Stadium | 25 |
| | Overnight Trips | 26 |
| | Longevity | 26 |
| | Bus Cleaning | 27 |
| | Abstract of Driving Record | 27 |
| | Driving Record | 27 |
| | Criminal Check | 27 |
| | Annual Inservice Meeting | 27 |
| | Annual Physicals | 27-28 |
| | Professional Improvement | 28 |
| | Rules | 28 |
| | Mid-day Noon Routes & Subs | 28-29 |
| | Extracurricular/Field Trips | 29-30 |
| | Bid Trips/Routes | 30 |
| XVI | Union Rights | 31 |
| XVII | Smoke Free Environment | 31 |
| XVIII | Labor Management Committee | 32 |
| XIX | Management Rights | 32-33 |
| XX | Miscellaneous | 33 |
| XXI | Terms of Agreement | 33 |
| | Grievance Form | 34 |
| | All Purpose Leave Form | 35 |
| XXII | Signatures | 36 |

ARTICLE I - THE AGREEMENT

10-10-14
13-CON-03-1935
1935-03

Section 1.1

This agreement entered into between the Ravenna School District Board of Education, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees, Local #562 (OAPSE), hereinafter referred to as the "UNION".

ARTICLE II - PURPOSE

Section 2.1

The parties understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and of carrying out those duties and responsibilities in employing school employees in its operation. It is the intent and purpose of the Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto: to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth hereinafter in article form in this Agreement between the parties, the procedures necessary for the implementation of negotiations.

Section 2.2

The terms, conditions and application of this Agreement shall be applied uniformly and the Board shall not deny employment, reemployment advancement nor evaluate on the basis of sex, sexual preference, marital status, race, age, national origin, creed, political beliefs, or handicap.

ARTICLE III - RECOGNITION

Section 3.1

The Board recognizes the Union as the sole and exclusive bargaining representative for all regular bus drivers, and bus attendants.

Section 3.2

For the purposes of this Agreement, Section 3.1 shall be considered as a combined single unit defined as the bargaining unit.

Section 3.3

This Article shall not prevent the recognition of additional or any other classification or units when majority membership is substantiated to the Board. Said unit shall be attached as an addendum to this Agreement.

Section 3.4

The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.

10-10-14
13 CON-03-1935
1935-03
K31606

ARTICLE IV - ASSOCIATION SECURITY, DUES AND "FAIR SHARE FEES"

Section 4.1

It is expected that all present employees who are currently members of the Union shall remain members of the Union. Those employees included in the bargaining unit, who after sixty (60) days from date of hire are not members of the Union, shall be required to pay a fair share fee to the Union.

Section 4.2

All dues and "fair share fee" amounts shall be certified to the Board by the Treasurer of the Union. The "fair share fee" shall not exceed the dues regularly required of the bargaining members. The deduction of dues and "fair share fees" from the earnings of any employee represented by the Union shall be through automatic payroll deduction or lump sum payment to the Treasurer of the Union prior to October 1, each year. The local portion of dues and "fair share fees" shall be deducted in a lump sum from the first pay of each school year.

Section 4.3

As a condition of employment, employees represented by the Union are expected to pay regular dues or "a fair share fee" with the exception of any provision(s) of State law(s) and/or Federal regulations providing otherwise.

Section 4.4

The Treasurer of the Board shall deduct from the employee's pay all dues deductions or "fair share fees". The treasurer of the Union shall forward the Treasurer of the Board by the first day of school of each year the amount to be deducted in the way of dues or "fair share fees" if changed from the previous year.

Section 4.5

Union dues or "fair share fees" shall begin with the first pay period in October and be deducted on a pro-rated basis through the first pay in June.

Section 4.6

The Treasurer of the Board shall forward to the OAPSE State Treasurer the amount of all dues and/or "fair share fees", along with a complete description by name and amount for each

employee, as provided by the Treasurer of the Union. This shall be accomplished within ten (10) working days following each deduction.

10-10-14
13-CON-03-1935
1935-03
K31606

Section 4.7

The Union shall defend and indemnify the Board, its members and employees, and hold the Board, its members and employees harmless against any and all claims, demands, suits, other forms of liability and/or legal fees and expenses which may arise out of any provision of this article, or by reason of the conduct of the Board, its members or its employees for purposes of complying with any of the provisions of this article, or in reliance on any list, notices or assignments furnished under any such provisions of this article and/or Agreement. The Union shall retain the right of appointment and control of legal counsel for defense and indemnification purposes.

Section 4.8

The Board agrees to deduct from the wages of any employee 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 Board and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the OAPSE State Treasurer, along 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 V - NEGOTIATIONS PROCEDURE

Section 5.1

The Union has bargaining rights for all employees in the bargaining unit on the following subjects:

1. Wages, hours, fringe benefits and other matters of economic welfare.
2. Terms and conditions of employment.

Section 5.2

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union. All members of the Union Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

Section 5.3

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) plus the Union's Field Representative. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining

representatives of the other party. While no final agreement shall be executed without ratification by the Union and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and counter proposals in the course of negotiations. All negotiations shall be conducted exclusively between said parties.

10-10-14
13-CON-03-1935
4035-03
K31606

Section 5.4

Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date, and time for the meeting.

Section 5.5

All days referred to herein shall be construed as school days so designated in the adopted school calendar. Any procedure involving non-school days would require mutual agreement.

Section 5.6

Once the meeting date, time and place has been established by both parties, the following procedure will be followed. At the first meeting, the Union will present their written proposals and given an explanation. The second meeting will be scheduled to give the Board sufficient time to return with a counterproposal and render an explanation. Subsequent meetings will be held to negotiate the proposals until a tentative agreement is reached. Each negotiation meeting will be held in executive session, unless mutual agreement exists to the contrary. All negotiations must be completed within ninety (90) days or by a date mutually agreed to.

Section 5.7

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

Section 5.8

The Superintendent shall furnish the Union and the Union will furnish to the Superintendent, upon reasonable request, all regular and routinely prepared information pertinent to the issues under negotiations, such as, financial condition of the district by the Superintendent or comparable wages and conditions by the Union.

Section 5.9

In addition to the negotiating team, each team shall be authorized to admit no more than one (1) consultant to negotiating meetings. No more than one (1) consultant may be permitted to address the negotiators at one time.

Section 5.10

The Board or Union shall be notified of the use of such consultant(s) prior to all negotiation meetings.

Section 5.11

Periodic written progress reports may be issued jointly by mutual consent of both parties to this Agreement at any time.

10-10-14
13-CON-03-1935
1965-03
K31606

Section 5.12

In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

Section 5.13

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

Section 5.14

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative Agreement has not been reached by either party.

Section 5.15

The parties shall jointly prepare a request for a Mediator and direct such request to the federal Mediation and Conciliation service. The assigned Mediator shall have the authority to call, at a mutually agreed time, meetings for the purpose of promoting an Agreement between the parties.

Section 5.16

The Mediator has no authority to recommend or to bind either party to any Agreement.

Section 5.17

Cost and expenses which may be incurred by the Federal Mediation and Conciliation Service shall be shared equally with the Board and the Union.

Section 5.18

When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification. Within ten (10) days from the time the Agreement, ratified by the Union, is presented to the Board, the Board shall take action upon the recommendation submitted.

Section 5.19

When approved by the Board, the Agreement shall be signed by both parties and shall be recognized in the official minutes of the Board.

10-10-14
13-CON-03-1935
1935-03
K31606

Section 5.20

All negotiated benefits shall be implemented by all parties concerned and shall become effective on the date mutually agreed to by the parties.

Section 5.21

Any Agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of said Agreement.

Section 5.22

The Board shall produce the printed agreement and provide copies to all members of the Union's negotiating committee for proofreading. After appropriate corrections are made, the Board shall provide a bound copy of the Agreement to all bargaining unit members.

ARTICLE VI - CONSISTENCY WITH LAW

Section 6.1

If any provision of an Agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed to conform with the law through the negotiation process. The parties shall negotiate the affects of the change within thirty (30) days of knowledge.

ARTICLE VII - LEAVES AND SEVERANCE

Section 7.1

All employees shall accrue sick leave at the rate of fifteen (15) days per year. Sick days are accumulative and without limit. Sick leave may be used for personal illness or injury including medical or dental appointment, exposure to contagious disease which could be communicated to others, and pregnancy. Sick leave may also be used for illness, injury or death in the immediate family to include: spouse, children, parents, brother, sister, grandparents, grandchildren, foster parent, father- or mother-in-law, son- or daughter-in-law, bother- or sister-in-law, step parent, foster and step-children, or individuals living in the employee's residence.

Any employee not reporting for work must notify the transportation supervisor or the transportation supervisor's designee by direct communication by calling the transportation supervisor or the transportation supervisor's designee and speaking directly with one of those people. The employee may speak with the transportation supervisor by calling that person's home or cell phone number; the employee may speak with the designee by calling the designee's home or cell phone number. An employee not reporting for work may provide notice in a voice mail message left at the bus garage's number only if the employee's attempts to speak directly with the transportation supervisor and the transportation supervisor's designee by calling both the home and cell phone numbers have all failed. Notification must take place no later than 5:30 a.m. of the day on which the employee desires to take sick leave, except when the employee first learns of the illness or injury after 5:30 a.m. Upon ratification bargaining unit members shall be provided with the telephone numbers of the transportation supervisor and the transportation supervisor's designee.

Section 7.2

All employees shall accrue sick leave at the rate of fifteen (15) days per year. Sick days are accumulative and without limit. The employee will be paid for unused sick leave at the time of retirement in accordance with the following schedule:

| | |
|---|--|
| Up to ten (10) years of service with the Ravenna School District: | Twenty-seven percent (27%) not to exceed forty (40) days. |
| Upon completion of eleven (11) to fifteen (15) years of service: | Twenty-seven percent (27%) of accrued but unused sick leave not to exceed forty-four (44) days for the duration of this <u>Agreement</u> . |
| Upon completion of sixteen (16) to twenty-five (25) years of service: | Twenty-nine percent (29%) of accrued but unused sick leave not to exceed fifty-four (54) days for the duration of this <u>Agreement</u> . |
| Upon completion of twenty-six (26) years or more of service: | Twenty-nine percent (29%) of accrued but unused sick leave not to exceed fifty-nine (59) days for the duration of this <u>Agreement</u> . |

Section 7.3

Notwithstanding the foregoing provisions, a bargaining unit member who, at the time of retirement, has accrued more than one hundred eighty (180) days of sick leave, shall be given an additional payment of twenty-nine percent (29%) of his/her accrued but unused sick leave in excess of one hundred eighty (180) days. This additional payment shall not exceed twenty-nine (29) days.

Section 7.4

An employee, who is vested and dies while in the employ of the Board, shall have his/her severance entitlement paid to his/her estate or beneficiary.

10-10-14

13-CON-03-1935

1935-03

K31606

Section 7.5

a. Pay for personal leave of absence due to situations of a personal nature over which the employee has no control shall be allowed to a maximum of three (3) unexplained personal leave days per year. These days shall not be accumulated from year to year, nor shall they be deducted from sick leave.

b. Any unused personal leave will be converted to sick leave on July 31 of each year.

Section 7.6

Limitations and Exceptions. Personal leave, except for funerals or situations deemed to be extreme emergencies, shall not be granted on days immediately preceding or following a vacation holiday, legal holiday, staff in-service day or on the opening or closing of school.

Only one employee in the bargaining unit shall be permitted to take personal leave on any given day; however, the transportation supervisor may, in his or her own discretion, waive this limitation. The transportation supervisor's decision whether or not to waive this limitation shall be grievable only up to Step IV of Article XI.

Section 7.7

Bargaining unit members shall make every effort to submit request forms for personal leave at least forty-eight (48) hours in advance of the day for which leave is being sought. Failure to submit a request forty-eight (48) hours in advance shall not be a basis for denial of personal leave, but shall be treated as an emergency situation whereby specific reasons may be sought to justify payment.

Section 7.8

Falsification of a personal leave request form, or use of personal leave for an invalid reason as set forth above, may be subject to disciplinary action.

Section 7.9

Use of personal leave may be on one-half (.5) basis for a five hour employee. Mid-day employees may use one-fourth days.

Section 7.10

Unpaid Personal Leave - Upon approval of the Superintendent or the Board, if necessary, bargaining unit members may be granted unpaid personal leave in extenuating circumstances. Written requests for such unpaid personal leave will be submitted at the earliest possible time

before the leave is to commence. Such period will normally be not less than thirty (30) days before the requested leave.

13-CON-03-1935
1935-03
K31606

Section 7.11

Attendance Incentive – The Board shall pay each bargaining unit member who qualifies the following incentive for the non-use of sick leave:

- | | |
|---------------------------|--|
| 1 st Quarter - | Zero days used: one hundred ten dollars (\$110.00), or One day or less used: fifty-five dollars (\$55.00) |
| 2 nd Quarter - | Zero days used: one hundred ten dollars (\$110.00), or One day or less used: fifty-five dollars (\$55.00) |
| 3 rd Quarter - | Zero days used: one hundred ten dollars (\$110.00), or One day or less used: fifty-five dollars (\$55.00) |
| 4 th Quarter - | Zero days used: one hundred ten dollars (\$110.00), or One day or less used: fifty-five dollars (\$55.00) |

Payments shall be made on the second payday in February and in June.

Procedure for obtaining Personal Leave:

1. Obtain personal leave request form from bus garage office and fill out in full.
2. After the form has been filled out, please return to the Supervisor of Transportation.
3. The Supervisor of Transportation will see that the request form is forwarded to the Superintendent after approval/disapproval of the leave request.
4. This procedure should normally take place at least forty-eight (48) hours in advance of the request for time off.

Section 7.12

Jury Duty

- a. Employees called to serve on jury duty shall receive full compensation while on jury duty leave.
- b. A copy of the jury duty notice shall be forwarded to the Board prior to the day jury duty leave is to begin.
- c. Any compensation received for such duty shall be retained by the bargaining unit member.

- d. Time served on jury duty will not be charged to any other approved leave policy in effect.

10-10-14
13-CON-03-1935
1935-03
K31606

Section 7.13

Union Leave - A maximum of 2 official delegates to the OAPSE Conference(s) shall be granted a maximum of 3 days paid release time each. Such leave shall be subject to the approval of the Superintendent and will not be granted without a 48-hour prior written request.

Section 7.14

Parental Leave

- a. **TRANSFER TO CHILD CARE:** When a bargaining unit member has exhausted sick leave and advancements thereof, or when a bargaining unit member becomes, in her doctor's opinion, able to work but chooses not to work for the purpose of child care; or when there is no need for the bargaining unit member to use Sick Leave for illness in the family, the bargaining unit member may transfer to unpaid child care leave.
- b. **UNPAID CHILD CARE:** Upon request, the bargaining unit member, after completion of the Leave of Absence Form which shall contain the term of the leave, shall be granted a Leave of Absence for a period not to exceed two (2) school years. The specific length of leave shall be stated by the bargaining unit member, and may only be ended at the beginning of a semester, except in the case of pregnancy interruption or legal problems with adoption. The bargaining unit member should give as much advance notice as possible to the Superintendent of his/her intended transfer from sick leave to unpaid leave. The provisions of this paragraph shall apply to both male and female bargaining unit members.

Section 7.15

LEAVES OF ABSENCE - The Board may grant a leave of absence for a period of up to 2 years for personal or other reasons and shall grant such leave for illness, family care, or other disability.

Section 7.16

ADOPTION - An unpaid leave for the purpose of adopting a child shall be granted upon request to the Superintendent. Such leave shall be requested on the Leave of Absence Form, and shall request a beginning date no earlier than two (2) weeks prior to the anticipated date of custody, and shall not exceed one (1) school year.

Section 7.17

10-10-14

13-CON-03-1935

INSURANCES - While on sick leave or advancements, the bargaining unit member is regarded as a regular bargaining unit member and insurance shall continue just like any other person on sick leave. When a bargaining unit member transfers from sick leave to any other leave for illness, pregnancy, family care or disability, the bargaining unit member may retain his/her fringe benefits. The member may continue any and all fringe benefits by making full payment for same to the Office of the Treasurer by the 20th day of the preceding month.

Section 7.18

Any commitment relative to returning a bargaining unit member after leave, as herein made, is contingent on his/her position on the transportation staff not being affected by a reduction in force.

Section 7.19

Those employees qualified for leave pursuant to the Family Medical Leave Act shall be entitled to receive twelve (12) weeks of leave during any twelve (12) month period subject to the following conditions:

- a. An employee shall be required to exhaust any accumulated sick leave and such leave shall count toward the twelve (12) week entitlement under the F.M.L.A.
- b. The Board shall maintain the employee's life insurance premiums per the existing agreement during a Family Medical Leave.
- c. The Board shall maintain the employee's other insurance premiums per the existing agreement using a Family Medical Leave, and
- d. An employee's seniority shall continue to accrue during a Family Medical Leave.

Section 7.20

Each bargaining unit member may voluntarily contribute to a sick leave bank. The bargaining unit member shall notify the Union President of his/her intent to participate and shall authorize the Treasurer of the Board to deduct the appropriate number of days from his/her accumulation to be credited to the sick leave bank. Any bargaining unit member who has exhausted his/her sick leave balance (including days advanced by the Board) may draw upon the sick leave bank balance in any situation involving the legitimate use of sick leave.

Section 7.21

10-10-14
13-CON-03-1935
1935-03

Physical Assault Leave:

- a. A bargaining unit member who wishes to use Assault Leave shall file ~~for Workers' Compensation~~ and file a police report in a timely fashion if directed to do so by the superintendent.
- b. Whenever a bargaining unit member is absent from work as a result of an injury or illness caused by an assault occurring during the bargaining unit member's scope of employment, the board shall pay the bargaining unit member's salary for the period of absence, but the period of absence shall not exceed sixty (60) working days.
- c. Should the need exceed sixty (60) working days, the bargaining unit member may apply for an extension or extensions as may be medically necessary. However, in the instance of such request for extension or extensions, the Board may request examination by a physician of its choosing, with such examination at the Board's expense. Moreover, such extension or extensions cannot exceed a total of one hundred twenty (120) working days, totally or partially paid in combination with Workers' Compensation and the Board.
- d. If Workers' Compensation is paid, the Board will pay the difference between this compensation and his/her current rate of pay.
- e. The bargaining unit member shall complete all accident forms required by the Board, and shall indicate in writing to their supervisor the nature, the participants, witnesses, and the places of the assault, and shall furnish a signed statement on forms prepared by the Board to justify the use of Physical Assault Leave. A copy of the police report shall be attached to the statement.
- f. Bargaining unit members claiming Physical Assault Leave for more than three (3) consecutive workdays shall be required to file with the Treasurer a certificate from a licensed physician. Said certificate shall state the nature and duration of the disability. Falsification, by the bargaining unit member, of either a signed statement or a physician's certificate may be grounds for suspension or termination of employment under Section 3319.081 of the Ohio Revised Code.
- g. Absence stemming from physical assault shall not be charged against Sick Leave.

ARTICLE VIII - INSURANCE

Section 8.1

In order to be eligible for insurance, an employee must be contracted for at least 25 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information.

Section 8.2 MEDICAL

10-10-14
13-CON-03-1935
1935-03

- a. The Board will pay 85% of the premium and the bargaining unit members pay 15% for full-time employees, effective January 1, 2013.
- b. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications

Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

c. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

d. 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:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 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 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

10-10-14
13-CON-03-1935
1935-03
K31606

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.
- e. Well Baby Care: \$1,000
- f. Diabetic Management Program: will be part of all PPO programs
- g. Specifications - PPO:

| | |
|---------------------|-----------------------------------|
| Maximum Benefits | Unlimited |
| Deductible | \$100/ individual \$200/family |
| Accumulation Period | Calendar Year |

Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

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).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

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.

10-10-14
13-CON-03-1935
1935-03
K31606

Section 8.3 LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$40,000 for each employee. Those employees working fewer than twenty-five (25) hours per week shall receive a \$20,000 life insurance policy paid by the Board.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Section 8.4 DENTAL INSURANCE

The Board shall provide dental coverage. The Board will pay 93% of the premium and the bargaining unit member will pay 7% for full-time employees.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I -
Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II -
Basic 80% of Usual & Customary
 - c) Class III -
Major 80% of Usual & Customary
 - d) Class IV -
Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

10-10-14
13-CON-03-1935
1935-03
K31606

Section 8.5 SECTION 125-TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

Section 8.6 EMPLOYEE ASSISTANCE PROGRAM

During the length of this Contract, the Board will provide an Employee Assistance Program (EAP) designed to address staff wellness related issues, including a Smoking Cessation Program and counseling. The current program shall be evaluated annually by the Labor/Management Committee for effectiveness. The decision to continue or discontinue the EAP shall be made by the Committee no later than May 1 of each year. If the Committee elects to discontinue this Program, the Committee shall decide how the monies allocated for the EAP shall be used.

ARTICLE IX - JOB POSTING/BID PROCEDURE

Section 9.1

The probationary period for all members of the bargaining unit shall be sixty (60) working days. No employee will be required to serve a probationary period when changing jobs within the same classification. Should an employee new to the district not perform to a satisfactory degree during the probationary period then such employee's employment may be terminated at any time during his/her 60 working day probationary period. Employment termination for an employee new to the district during probation is not subject to the parties' grievance procedure. Should an employee who has held another permanent position in the district not perform to a satisfactory degree during his/her 60 working day probation period then such employee shall be returned to the previous classification and shall not be assigned fewer hours than previously held. Absent a showing of abuse of discretion, any such return to a previous classification shall not be subject to the parties' grievance procedure.

Section 9.2

Job openings shall be posted at the bus garage. Such postings shall be each Monday during the summer months and as openings occur during the period school is in session.

When a vacancy occurs in a classification, each posting shall include the position, salary, hours of employment and job description. It shall be posted in a conspicuous place for a period of five (5) days. An employee may request the vacant position in writing. In selecting the replacement employee, the Board shall apply the following guidelines:

1. The vacant position shall be offered first to employees within the classification of the position.
2. If more than one employee within the same classification requests the position, the employee with the highest seniority date shall be awarded the position.
3. Any position which becomes vacant, or is newly created, may be filled by a substitute for not more than thirty (30) working days.
4. The highest seniority date shall be determined by the employee's last date of hire with the Board.

13-CON-03-1935

1935-03

K31606

Section 9.3

Bargaining unit members shall be given their route sheets not less than two (2) days prior to the first student day of the school year.

Section 9.4

The union and the employer may do a mass bidding process if agreed upon by both parties. There is NO bidding by proxy.

ARTICLE X - LAY-OFF AND RECALL

Section 10.1

All bargaining unit classification and positions shall be filled by employees of the Board. In the event employees have the same employment data, the application filing date will then be used to determine seniority.

Section 10.2

If it becomes necessary to reduce the number of bus drivers and/or bus attendants due to abolishment of positions, lack of funds, lack of work, and/or financial reasons, the following procedure shall govern such layoffs:

1. The number of employees affected by "reduction in force" will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
2. At least twenty (20) days prior to the reduction in force, the Board shall give written notice to the Union President of the Board's intent to reduce the work force. Such notice shall contain the reason for the reduction in force and probable positions effected. Prior to official Board action and upon written request, the union shall be given the opportunity to address the Superintendent for the purpose of presenting the Union's views on the proposed reduction in force with copies of the proposal being forwarded to the Board President.

- 10-10-14
13-CQN-03-1935
103503
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3. Whenever it becomes necessary to lay off employees for reasons as stated herein before, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
 4. The Board shall determine in which classification the lay-off shall occur and the number of employees to be laid off. In the classification of lay-off, employees on probation shall be laid off before any tenured employee in that classification is laid off.
 5. Any bargaining unit member directly or indirectly affected by lay off shall have the right to displace a less senior member in the same classification.
 6. Ten (10) working days prior to the effective date of lay-off the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates, classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice shall state the following:
 - a. reason for lay-off,
 - b. the effective date of lay-off, and
 - c. a statement advising the employee of their rights of reinstatement from the lay-off.
 7. For the classification in which the lay-off occurs, the Board shall prepare a reinstatement list, and name all employees employed under probationary contracts. Those persons shall be placed on the reinstatement list in the reverse order of lay-off. The names of all tenured employees shall be placed on a separate reinstatement list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
 8. Vacancies within a classification shall be posted and filled in accordance with Article IX. Once successive vacancies, if any, are filled pursuant to Article IX, the remaining vacant position shall be offered, in writing, to the employee standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
 9. The employee's name shall remain on the appropriate list for a period of one (1) year from the effective date of the lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority. Notice of reinstatement shall be made by certified mail and shall be sent to the employee's last

known address. The employee must respond at least by telephone, within five (5) working days of receipt of the recall notice as determined by the date on the return receipt. Employees are responsible for keeping the Board advised of their current address and Board notification of recall to the employee's last known address meets Board's responsibility. Any employee recalled to a position with lesser hours shall have the right of refusal without affecting his/her recall rights.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 11.1

Definitions:

- A. **Grievance:** For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Board and the Union, or between the Board and an employee concerning the interpretation and/or application of, or compliance with, and provision of this Agreement.
When any such grievance arises, the following procedure shall be observed:
- B. Should there be more than one (1) employee aggrieved in any instance, those aggrieved shall select one (1) person from among those aggrieved to represent all the aggrieved at all subsequent meetings with the Superintendent or the Board.
- C. **Days:** Shall be defined as working days. Time limits established by this procedure may be extended by mutual agreement in writing of the Administration, grievant, and/or Union. The new date shall prevail.
- D. Prior to an employee initiating Step 1 of the Grievance Procedure, the employee shall consult with a Union Officer.

- Step I** An employee having a grievance may take it up orally with his/her supervisor within ten (10) workdays after the employee has knowledge of the event. Failure to bring the alleged grievance to the supervisor's attention within ten (10) workdays after the employee has knowledge of the event shall preclude the employee from further pursuing the grievance through the grievance procedure.
- Step II** If the grievance has not been resolved orally at Step I of this procedure, he/she may then file a grievance by completing and submitting the appropriate form, a copy of which is attached to this Agreement and marked "Exhibit A", with complete details of the grievance. Regardless of the outcome of Step I, the grievance must be filed not later than fifteen (15) workdays after the employee has knowledge of the event. The form shall be dated and signed by the employee or the Union. This grievance shall be submitted to the employees' Supervisor, who shall answer the grievance in writing, within five (5) days of receipt of the grievance. If the grievance is not answered within five (5) days, the Union may advance the grievance to the next step; however, a supervisor's absence (sick, vacation, etc.) tolls the five (5) day period.

10-10-14
13-CON-03-1935
1935-03
Hall 606

Step III If the grievance has not been resolved at Step II of this procedure, the grievance form shall be filed with the Superintendent, or his/her designee, within five (5) working days of receipt of the Supervisor's answer. A meeting shall be held within five (5) days of receipt of grievance. The Superintendent or his/her designee shall cover the grievances in writing, within five (5) days of the meeting.

Step IV If the grievance has not been resolved at Step III of this procedure the grievance form shall be signed, and then be filed with the Superintendent or his/her designee within five (5) working days, requesting the services of a Mediator to mediate the grievance. The Administrator, the grievant and the Union representatives shall meet with the Mediator at the earliest possible date.

Step V If the grievance has not been resolved at Step IV of this procedure, the Union may, within thirty (30) days of the date of Mediation refer the matter to arbitration.

A notice will be filed with the Federal Mediation and Conciliation Service (FMCS) requesting a list of nine (9) arbitrators. The selection of an appropriate arbitrator shall be as follows:

A representative of the Union and a representative of the Board shall review the list of arbitrators and through alternately striking names shall reduce the list until one (1) arbitrator remains. The party with the first choice of striking shall alternate for each successive arbitration. Either has the right to request a second list.

The arbitrator shall hear all matters pertinent to the grievance and render his/her binding decision on the grievance within thirty (30) days following the hearing.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or make any award recommending the commission of any act prohibited by law or make any recommendation that itself is contrary to law or violates any of the terms and conditions of this agreement.

The cost of the arbitration shall be shared equally by the Board and the Union.

ARTICLE XII - EMPLOYEES RIGHTS

Section 12.1

Any employee can request to see and will be permitted to examine his/her personnel file in the presence of an administrative staff member, so long as the employee does not remove any article from the file. The employee shall have the right to request copies of any material in his/her file.

Section 12.2

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An employee shall have the opportunity to initial any record of any disciplinary nature to be placed in the employee's personnel file. The initialing is intended to indicate the employee is aware of such disciplinary notice in his/her file. The initialing does not mean that the employee is in agreement with the record of discipline. Should an employee refuse to initial a document that is to be placed in his/her file, the document shall be placed in the file without initials.

13-CON-03-1935

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Section 12.3

The Administration will pursue a course of progressive corrective action in regards to discipline, however, the superintendent shall be afforded reasonable discretion to implement more serious discipline if, in the superintendent's judgment, such discipline is justified.

Section 12.4

Principles of progressive corrective action shall be followed. Corrective action shall consist of a course designed to improve the quality of the employee and shall be taken only for just cause.

Section 12.5

An employee may be disciplined, including suspension and/or employment termination, for violation of written rules and regulations as set forth by the Board of Education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or nonfeasance.

Section 12.6

Prior to any disciplinary action being taken other than a written reprimand, the employee shall have the right to a meeting with his/her immediate supervisor to discuss the issue(s). The employee shall have the right to Union representation and will be notified of such right.

Section 12.7

Prior to any further action involving suspension and/or employment termination, the employee shall be given a written statement containing the charge(s) and the time and place of the meeting. The written statement shall notify the employee of his/her right to Union representation.

Section 12.8

The employee may grieve any disciplinary action.

Section 12.9

No employee will be suspended or removed without the applicable previous steps being followed.

10-10-14

13-CON-03-1935

1935-03

K31606

Section 12.10

The employee may appeal any corrective action. Corrective action of a more severe nature may be appealed directly to Step III, of the Grievance procedure.

Section 12.11

If the matter is not satisfactorily resolved at Step III, the employee may proceed according to Article XI Grievance Procedure.

Section 12.12

Any employee not reporting for work must notify the Supervisor of Transportation. In the absence of any of those designated, a report to his/her replacement shall be made.

Section 12.13

Any employee who is physically and mentally able and has not reported for work, or notified his/her Supervisor of his/her absence for three (3) consecutive days, will be subject to a more severe disciplinary action which may include suspension or termination.

ARTICLE XIII - GENERAL PROVISIONS

Section 13.1

The Board will advise all employees of their rights under Workers Compensation.

Section 13.2

The Board agrees to continue to provide and pay any premium for insurance in effect on a 90/10% basis for said member at the time of injury for an additional 12 months.

Section 13.3

Any employee receiving Workers compensation shall accrue seniority while off work for such injury.

Section 13.4

The mileage rate shall be the IRS approved rate as of January 1 of each year.

Section 13.5

Documentation for mileage payments will be provided on a form supplied by the Board.

10-10-14

13-CON-03-1935

1935-03

Section 13.6

K31606

When not required to work, all employees shall be paid their appropriate rate of pay for all days, or a part of a day, when schools for whom they provide transportation services are closed owing to an epidemic or other public calamity.

Section 13.7

Any employee who performs work for the Board on calamity days shall be paid for all hours worked in addition to calamity day pay.

Section 13.8

Except in unusual circumstances, transportation of students on regular field trips in school owned vehicles will be assigned to Ravenna School bus drivers in accordance with Section 15.16. A Ravenna School van may be used to transport up to seven students on a field trip. Multiple vans shall not be used to transport students on the same trip. When a Ravenna van is used for a field trip, a Ravenna bus driver shall be assigned to drive the van except that

- a. a Ravenna employee other than a bus driver may be assigned to drive a van transporting one or more disabled children;
- b. for field trips that do not involve one or more disabled children, the district may assign a Ravenna employee other than a bus driver to drive a van transporting one or more students for up to ten (10) field trips per school year. The OAPSE Local President shall be notified in writing of each of the ten excluded trips within 24 hours of receiving such trip.

Field trip assignments will not interfere with, or take precedence over, the driver's regular daily route(s).

Section 13.9

Payroll - All bargaining unit members shall receive their pay through direct deposit.

Section 13.10

Routes that require bus attendants shall only use attendants from the transportation department. No classroom aides or teacher assistants will be given the work of the bus attendant when transporting students on routes.

ARTICLE XIV - HOLIDAYS

10-10-14
13-CON-03-1935
1935-03
K31606

Section 14.1 The Board recognizes the following paid holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Day |

Section 14.2

If the holiday falls on Saturday, employees will be given the Friday before the holiday off; if the holiday falls on Sunday, the Monday after will be given off.

Section 14.3

Employees are to accrue earnings the scheduled workday before a holiday and the scheduled workday after a holiday to be paid for the holiday.

ARTICLE XV - SALARY SCHEDULE

Section 15.1 **Regular Bus Drivers Salaries**

| <u>STEP</u> | <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|-------------|----------------|----------------|----------------|
| 0 | \$13,241 | \$13,373 | \$13,507 |
| 1 | \$13,519 | \$13,654 | \$13,791 |
| 2 | \$13,804 | \$13,942 | \$14,081 |
| 3 | \$14,086 | \$14,227 | \$14,369 |
| 4 | \$14,380 | \$14,524 | \$14,669 |
| 5 | \$14,658 | \$14,805 | \$14,953 |
| 6 | \$14,943 | \$15,092 | \$15,243 |

Mid-Day/Noon Routes

| <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|----------------|----------------|----------------|
| \$5,521 | \$5,576 | \$5,632 |

Old Bus Attendant Salaries

| <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|----------------|----------------|----------------|
| \$12,601 | \$12,727 | \$12,854 |

10-10-14
13-CON-03-1935
1935-03
K31606

New Bus Attendant Salaries after September 1, 2000

| <u>STEP</u> | <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|-------------|----------------|----------------|----------------|
| 0 | \$11,145 | \$11,256 | \$11,369 |
| 1 | \$11,360 | \$11,474 | \$11,589 |
| 2 | \$11,577 | \$11,693 | \$11,810 |
| 3 | \$11,797 | \$11,915 | \$12,034 |
| 4 | \$12,023 | \$12,143 | \$12,264 |
| 5 | \$12,252 | \$12,375 | \$12,499 |
| 6 | \$12,489 | \$12,614 | \$12,740 |

Note: Full contract drivers and full contract attendants will be guaranteed a minimum of five hours per day, 189 days per year, from storage to storage to include washing, fueling, pre-trip inspection, cleaning evacuation drills and paper work, or any other duties deemed necessary. Part contract drivers and part contract attendants will be paid the appropriate pro-rated portion of the salary schedules.

Section 15.2

Longevity - Increases for continuous service shall be paid according to the following schedule:

| <u>STEP</u> | <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|-------------|----------------|----------------|----------------|
| 10 years | \$366 | \$366 | \$366 |
| 15 years | \$405 | \$405 | \$405 |
| 20 years | \$483 | \$483 | \$483 |
| 25 years | \$519 | \$519 | \$519 |

Section 15.3 Field trips and Athletic Trips

| <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|----------------|----------------|----------------|
| \$12.75 | \$13.00 | \$13.25 |

- 10-10-14
13-CON-03-1935
103503
K31606
- a. A mini-trip is a trip that immediately follows a driver's morning route or immediately precedes a driver's afternoon route. Drivers will be paid one (1) hour at the field trip rate for a mini-trip for transporting Ravenna School District students to or from Maplewood Career Center or from one Ravenna School District facility to another. Effective September 1, 2009, Tutoring Trips will be mini-trips.
 - b. Field trip drivers will be paid fifteen (15) minutes for pre-trip inspection (if the bus has not been inspected yet that day) and from storage to storage. A minimum of two (2) hours will be paid for all field trips and extra trips.
 - c. For all athletic trips which may exceed eight (8) hours in length, the Supervisor of Transportation will determine if it would be feasible to be handled by OUT & BACK Trips. The drivers will receive a minimum of three (3) hours for each such OUT & BACK Trip.
 - d. Drive time may include any bus cleaning necessary as a result of the trip. All related changes will require the approval of the Transportation Coordinator.
 - e. If any scheduled trip has been canceled and the driver of that trip has not been notified of the cancellation, the driver will be paid two (2) hours for a field trip and three (3) hours for an athletic trip.
 - f. Athletic trip drivers will be paid fifteen (15) minutes for pre-trip inspection (if the bus has not been inspected yet that day) and from storage to storage. A minimum of three (3) hours will be paid for all athletic trips.

Section 15.4 Moving of Buses and Bus Trips to Stadium

- a. A bus driver who is transporting students on his/her regular school bus route, which route includes a regularly scheduled stop at the stadium complex, shall be compensated at his/her regular rate; such route is not a field trip, an athletic trip, or a mini-trip.

Section 15.5 Overnight trips

- a. For all overnight trips the time starts when you leave school and ends when you are done driving for that day.
- b. On an overnight trip the time starts the next day when you begin driving and continues until you arrive back at school. The minimum number of hours for the second day is four (4) hours.
- c. Drivers will be reimbursed for all meals and lodging as follows for all overnight trips:

| | | |
|-----------------------|--------------------------------------|----------------|
| <u>Meals</u> | <u>Lodging</u> | 10-10-14 |
| Breakfast - \$ 5.00 * | The full amount charged | 13-CON-03-1935 |
| Lunch - \$ 7.00 * | for adults at the motel/hotel | 1935-03 |
| Dinner - \$13.00 * | selected by the group/team traveling | K31606 |

*Maximum amount reimbursed with receipts.

- d. The employer shall pay for overnight accommodations pursuant to Section 15.4(c) if any bargaining unit member is requested by the employer to:
1. attend an on-board instructors seminar that requires more than seventy (70) miles travel one-way and requires attendance of more than one full day, or
 2. make a business trip or attend a meeting or training that requires more than seventy (70) miles travel one-way and requires attendance of more than one full day.

Section 15.6

Bus Cleaning - Prior to the beginning of each school year each bus must be cleaned and prepared for State Inspection. The board agrees to pay each bus driver the following rates for this task and will provide all cleaning materials. Should a bus driver choose not to clean his/her bus, the Supervisor of Transportation will attempt to arrange for another individual to clean that bus. If another individual cannot be found, it remains the driver's responsibility to clean his/her bus.

| | <u>45 and below</u> | <u>71 and below</u> | <u>72 and over</u> |
|---------|---------------------|---------------------|--------------------|
| 2013-14 | \$80 | \$95 | \$115 |
| 2014-15 | \$80 | \$95 | \$115 |
| 2015-16 | \$80 | \$95 | \$115 |

Section 15.7

The Board agrees to pay all costs for abstracts of driving records of bargaining unit members from the Bureau of Motor Vehicles.

Section 15.8

If a bus driver receives a four point letter, he/she may receive a warning letter from the Supervisor of Transportation. If a bus driver receives additional points, he/she may be suspended and/or terminated depending upon the severity of the situation. If a bargaining unit member receives a traffic citation or ticket at any time for driving any motor vehicle, including vehicles not owned by the Ravenna School District and vehicles driven during non-work hours, the bargaining unit member shall inform the Supervisor of Transportation of receipt of such citation or ticket and shall produce the citation or ticket for viewing by the supervisor upon request.

Section 15.9

10-10-14
13-CON-03-1935
1935-03
KC1606

Criminal Check - The Board of Education will be responsible for any fees associated with Criminal Background Checks following initial employment of the driver and bus attendant.

Section 15.10

Each bargaining unit member will be reimbursed for his/her attendance at all annual in-service meetings at which the bargaining unit member's attendance is required at the current field trip rate of pay for the actual number of hours spent in the meetings.

Section 15.11

The Board of Education shall pay for annual physical examinations required for all drivers and conducted by Board-appointed physicians. In the event a driver does not successfully pass said physical examination(s) conducted by the Board-appointed physician(s), he/she may, at their own expense, submit to a second, or subsequent physical examination(s) to demonstrate that he/she is physically fit and capable of successfully passing said physical examination(s).

Section 15.12

The Board strongly encourages bargaining unit members to seek out "professional improvement" opportunities through job-related conferences, seminars, workshops and/or course work.

Bargaining unit members will be reimbursed for registration to a maximum of seventy-five dollars (\$75.00) per school year for attending "professional improvement" programs which are job-related.

Section 15.13

Each driver who maintains a currently valid Commercial Driver's License shall be paid an additional one hundred (\$100.00) annually.

Section 15.14

In the event a driver is not issued a Commercial Driver's License for valid reasons, he/she shall have a maximum leave status of thirty (30) unpaid calendar days to apply for and pass the Skills Level Testing required to renew his/her Commercial Driver's License to return to work.

Section 15.15

10-10-14
13-CON-03-1935
1935-03

Rules

1. When the Ravenna Schools are closed and there are students needing transportation to schools that are open, these routes shall be given to the drivers according to the Seniority Rotation Board. (Example Maplewood Career Center, Parochial School)
2. Drivers and/or aides who do not have Maplewood, LEAP, NEOMED, Educational Alternatives, Preschool, E.S.C., St. Patrick's (except during early release days) and/or St. Joseph's during the school year, shall be required to report to work at their regularly scheduled times during the school year and will be assigned duties by their supervisor.
3. Mid-day/Noon routes are bid routes and granted on seniority rotation board. Mid-day/Noon routes are bid only when there is a vacancy caused by retirement, resignation, or a driver no longer wishes to have a mid-day/noon route. Mid-day/noon drivers shall have first choice of the routes that are open or a new route added. If there is not a mid-day/noon driver who wishes to change routes, the route should then be given to the first driver eligible on the seniority rotation board.
4. Drivers wishing to be a substitute mid-day/noon driver may voluntarily ride the routes. Their name will be put on a mini-rotation board. The driver will be paid 1 1/2 hours by the scale rate of pay while substituting on the route. (Scale is based on salary paid for driving mid-day/noon divided by 189 days)
5. All rotation boards shall be posted in a conspicuous location.
6. Bargaining unit members will not be required to clean (including chemical spills), restore/replace, or refurbish any bus when the Board of Education files a claim with any insurance company to clean, restore/replace, or refurbish a bus.

Section 15.16

Extra-Curricular / Field Trips

- a. Extra-Curricular/field trips shall be granted according to Seniority Rotation Board except for bid extra-curricular/field trips. This will take place during the Field Trip Selection Meeting (FTSM).
- b. The field trip selection will be overseen by a Field Trip Committee, consisting of the Transportation Supervisor (or his/her designee) and 2 drivers to be appointed by the Union President and the Transportation Supervisor. The committee will handle the field trip request forms that will be used if a driver can't attend the selection meeting. The committee will serve from September 1st through August 31st of each contract year. The committee will handle any review and render any judgment on problems that may arise with the Supervisor's approval.

- 10-10-14
13-CON-03-1935
1935-03
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- c. The trips shall be posted on the bulletin board in the staff room by 7 a.m. each Wednesday for the following week to review. Signing up for trips will be held on Thursday the following day, after every driver interested in attending the FTSM has completed their regular route. If a driver can't attend the meeting he/she will need to put in writing their requests, which is to be given to someone on the FKSM606 Committee. No selection of trips will be granted to an absent driver unless the designee has it in writing. If all trips on the request form are taken and there are still available trips the driver will be passed of such remaining trips. Trips will be chosen by seniority rotation. The first person up on the rotation board will have the first choice of trips. The next driver will choose, and so on. Any remaining trips after the FTSM will be handed out accordingly per Supervisor's discretion without penalty. The last trip selected by a driver during the FTSM will end the rotation for the current week. The following week will start with the next driver in seniority. All trip forms will be handed out at the end of the FTSM meeting once a driver signs off they've received their trip form.
 - d. Except as provided in Section 13.8, all available trips, except bid trips, shall be granted to contracted drivers. Drivers will not be permitted to take trips that interfere with their regular daily routes including midday/noon routes except that when midday/noon routes are completed for the school year, the driver may take a field trip for the remainder of the school year without being docked.
 - e. After the FTSM process is completed, there will be no trading of trips. If a driver can't take a trip he/she has chosen, the driver shall turn the trip back in to the Supervisor and/or designee. Any trip received after the selection process is complete for the week, and is departing 24 hours or less will be handled as a last minute trip and will be passed out per Supervisor's discretion. All other trips will be passed out according to the seniority rotation board. A driver who accepts a returned or last minute trip will not be charged for it on the seniority rotation board.
 - f. If a trip is cancelled, the driver assigned will be granted first choice at the following FTSM. Except when a cancelled trip was to a sporting or other event is cancelled because the team failed to qualify to participate in the event.
 - g. If a driver has been passed over on the seniority rotation board by mistake, the matter will be referred to Section 15.16 Item B to handle any discrepancies.

Section 15.17 Bid Trips / Routes

- a. Bid Routes are as follows:
 - 1. All Band
 - 2. Varsity Football
 - 3. JV Football
 - 4. Wrestling
 - 5. Boys Basketball
 - 6. Mid-Day Routes (Maplewood, Preschool, Middle School Activity, High School Activity)

10-10-14
13-CON-03-1935
1935-03
K31606

- b. Bid routes are granted on the basis of seniority and once a driver bids on these routes - the extra-curricular/field trip remains with the driver until that driver resigns, retires or gives up the bid.
- c. If a driver quits during the middle of a bid route, the remainder of that bid route will be given through the seniority rotation board.
- d. If a bid route comes open, and the bidding of such route would cause a driver to have more than one bid route in that school year, that bid route would be assigned to the seniority rotation board until the following year.
- e. A driver can only hold one extra-curricular/bid route.
- f. All bid routes, including mid-day routes, shall not interfere with driver's regular routes.

Section 15.18

The Board agrees, upon presentation of proof of payment by the employee, to reimburse to the employee the full cost of obtaining and maintaining an Educational Aide certificate (if required to hold the position) and the full cost of any required immunizations.

Section 15.19

The Board shall provide a fifty-dollar (\$50) safe driving bonus for each year a driver has no chargeable accidents or any damage to a bus or other vehicle due to negligence on the part of the driver. The bonus will be paid at the end of the contract year.

Section 15.20 Summer Trips

Summer trips shall be defined as all trips which go out after the last scheduled student day of school and before the first scheduled student day of school, but not including bid trips. Summer begins a new session, and except as provided in 13.8, shall be offered by seniority rotation beginning from the top of the seniority list to those who elect to do summer driving in accordance with section 15.16.

Returned bid trips which fall within the above stated dates shall be offered as a summer trip. If a trip is cancelled the last week of the school year, those drivers are not allowed to get first pick of the summer trips because summer begins a new session. Summer trip picks will be completed on the last day of work for the Transportation Department, which will follow the end of the year staff appreciation activities and meeting. Posting for these trips will be two days prior to allow people time to go over the trips available.

ARTICLE XVI - UNION RIGHTS

10-10-14
13-CON-03-1935
1935-03
K31606

THE FOLLOWING ARE THOSE RIGHTS THAT MAY BE EXERCISED BY THE UNION:

Section 16.1

Subject to availability, the Union or any committee thereof shall have the right to use Board owned facilities and equipment which shall include the use of bulletin boards, school mail, and employee mail boxes. The union agrees to reimburse the Board of Education for extraordinary costs.

The Union president, vice-president, or field representative shall be permitted to appear on work sites during working hours as union representatives for the purpose of determining whether there is compliance with the contract or to investigate and/or resolve grievances provided that they shall minimize disruption or interference with work performance.

The Board shall provide the Union president with the Board agenda at least 72 hours prior to a regularly scheduled Board meeting. The Union president shall also be notified of an emergency or special meetings as soon as possible.

All reasonable requests for documents of public record shall be provided in a timely manner. The Union agrees to reimburse the Board for extraordinary costs.

ARTICLE XVII - SMOKE-FREE ENVIRONMENT

Section 17.1

The program, including buildings, grounds, and vehicles, shall be totally smoke free.

ARTICLE XVIII – LABOR MANAGEMENT COMMITTEE

Section 18.1

1. The Board and the Union hereby agree to establish a labor Management Committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aide in communications between the Board and the Union through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and shall not result in modifications to this Agreement.
2. The LMC shall consist of up to two (2) representatives of the administration and two (2) representatives of the Union, as designated by the Superintendent and local union President, respectively.

3. Either the Board or the Union can request a meeting of the LMC up to once a month. Upon such request, a meeting of the LMC shall be scheduled at a mutually agreed upon time and place within seven (7) calendar days of the request, unless the parties agree to a later date.
4. Topics for discussion shall be submitted at the time of the request.
- 10-10-14
13-CON-03-1935
1935-03
K31606

ARTICLE XIX – MANAGEMENT RIGHTS

Section 19.1

The Board of Education, except as otherwise agreed to in this agreement, shall have the right to:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct, supervise, evaluate or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, processes, means or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote or discharge for just cause; or lay off, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the employer as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the mission of the public employer as a governmental unit.

Section 19.2

The Board is not required to bargain on subjects reserved to the management and direction of the schools except as they affect wages, hours, terms, and conditions of employment; and the continuation, modification or deletion of an existing provision of this Agreement.

ARTICLE XX – MISCELLANEOUS

10-10-14
13-CON-03-1935
1935-03

Section 20.1

Employees must use personal days, approved leaves and/or sick leave days to cover any and all absences.

K31606

Section 20.2

An unexcused absence is defined to be an absence for which an employee has no personal days, approved leaves and/or sick leave days to cover the absence(s) in question.

Section 20.3

Employees with one or more unexcused absences per school year may be subject to discipline, including suspension and/or employee termination.

ARTICLE XXI - TERMS OF AGREEMENT

Section 21.1

The Board and the Union do hereby adopt this Negotiated Agreement for the term of September 1, 2013 through August 31, 2016.

| | | |
|------------------------------|--------------------|-----------------------------------|
| GRIEVANCE FORM | | OAPSE Local: |
| | | Grievance Number: |
| Name of Employee (Grievant): | Department: | Classification: 10-10-14 |
| Home Address: | City, State & Zip: | Home Phone Number: 13-CON-03-1935 |
| Work Location: | Phone: | Seniority: 1935-03 |
| | | Immediate Supervisor: K31606 |

| | |
|--|---------------------------|
| STATEMENT OF GRIEVANCE | CONTRACT VIOLATION |
| Article/Sections: | |
| State the ISSUE involved and the DATE the incident took place: | |
| | |
| | |
| ADJUSTMENT Required: | |
| | |
| | |
| Employee (Grievant) Signature: | Date: |

| | | |
|-----------------------|----------------------|-----------------|
| STEP ONE | Informal Discussion: | Date Discussed: |
| Grievant's Signature: | | |

| | | | |
|--------------------------|--|----------------|----------------|
| STEP TWO | Management Representative's Signature: | Date Received: | Date Answered: |
| DISPOSTION of Grievance: | | | |
| | | | |
| | | | |

| | | | |
|--------------------------|--|----------------|----------------|
| STEP THREE | Management Representative's Signature: | Date Received: | Date Answered: |
| DISPOSTION of Grievance: | | | |
| | | | |
| | | | |

| | | | |
|------------------|------------------------|----------------|------------------------------------|
| STEP FOUR | Request for Mediation: | | |
| Date: | Signature: | Date Received: | Superintendent/Designee Signature: |

Should more space be needed additional sheets may be used.



RAVENNA SCHOOL DISTRICT Standard Leave Form 2-Part

| |
|---|
| <input type="checkbox"/> Mark if Substitute NOT Needed: |
| 10-10-14 Change of Previous Action |
| 13-CON-03-1935 |
| 1935-03 |
| K31606 |

Name _____ Date(s) used/to be used _____

Building _____ Number of workdays to be absent _____ AM PM

SICK LEAVE

- | | |
|---|---|
| <input type="checkbox"/> Personal Illness | <input type="checkbox"/> Illness in Immediate Family |
| <input type="checkbox"/> Personal Injury | Relationship _____ |
| <input type="checkbox"/> Exposure to Contagious Disease | <input type="checkbox"/> Death in Immediate Family (<i>Please refer to contract for language</i>) |
| <input type="checkbox"/> Pregnancy | Relationship _____ |

PERSONAL LEAVE

- | | |
|---|--|
| <input type="checkbox"/> Unrestricted Leave | REA & OAPSE #338: 72-hour advanced notice required |
| | OAPSE #562: 48-hour advanced notice required |

OTHER LEAVES

- | | |
|---|---|
| <input type="checkbox"/> Compulsory Leave (<i>School Related</i>) | <input type="checkbox"/> Parental Leave (<i>Attach Documentation</i>) |
| <input type="checkbox"/> Jury Duty | <input type="checkbox"/> Association Leave (<i>REA Pres. Signature</i>) |
| <input type="checkbox"/> Physical Assault Leave | <input type="checkbox"/> Military Leave (<i>Attach Copy of Orders</i>) |
| <input type="checkbox"/> Professional Study | <input type="checkbox"/> Political (<i>Explain w/Attachment</i>) |
| <input type="checkbox"/> Vacation - Number of Days: _____ | <input type="checkbox"/> _____ Other |

PROFESSIONAL LEAVE – Explanation Required

- | | |
|--|--|
| <input type="checkbox"/> Professional Meeting | Explanation of all professional leave with attached documentation: _____ |
| <input type="checkbox"/> Administrative Assignment | |
| <input type="checkbox"/> Curriculum Meeting | |

Position _____ Location _____

Date(s) _____ Time _____ Other staff members attending? Yes No

| | | |
|---|------------|--|
| Signature of Employee _____ | Date _____ | Central Office Use Only <input type="checkbox"/> Approved <input type="checkbox"/> Denied |
| Signature of Immediate Supervisor _____ | Date _____ | |
| Signature of Superintendent _____ | Date _____ | |

Substitute's Signature _____ Mark here if Internal Sub is Used Date _____

ARTICLE XXII - SIGNATURES

10-10-14
13-CON-03-1935
1935-03
K31606

This agreement is hereby attested to by the signatures affixed below on this 19th day of August, 2013, at Ravenna, Ohio.

FOR THE UNION:

Mary D. Welles
President, OAPSE Local #562

Bill Padisak
OAPSE Field Representative

Don Smith
Team Member

Lois Metzger
Team Member

Jayne Torres
Team Member

FOR THE BOARD:

Joan Seman
President, Board of Education

Dennis M. WABA
Superintendent

Janice Knoff
Director of Transportation

Phillip D. Burt
TREASURER

[Signature]
TEAM MEMBER

Joanne E. Newhouser
TEAM MEMBER