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MASTER AGREEMENT

Between The

RIVER VALLEY EMPLOYEES ASSOCIATION

And the

RIVER VALLEY LOCAL BOARD OF EDUCATION

JULY 1, 2014

TO

JUNE 30, 2017

**RIVER VALLEY BOARD OF EDUCATION
AND
RIVER VALLEY EMPLOYEES ASSOCIATION**

2014-2017 AGREEMENT

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ARTICLE 100 - RECOGNITION AND NEGOTIATION PROCEDURE

101 Recognition/Bargaining Unit

101.01 Recognition

The River Valley Board of Education (“Board”) hereby recognizes the River Valley Employees Association (OEA/SSP) (“Association”) as the sole and exclusive representative for the bargaining unit.

101.02 Positions

The bargaining unit shall include all regular employees in the following classifications:

- | | |
|-------------------------|---------------------------------------|
| 1. Custodians | 5. Teacher Aides |
| 2. Bus Drivers | 6. School Secretaries |
| 3. School Bus Mechanics | 7. Secretary to High School Principal |
| 4. Cooks | 8. Cashiers |

Any new positions within these classifications shall be considered within the bargaining unit and paid appropriately.

101.03 Positions Excluded

Employees specifically excluded from the bargaining unit include:

1. Food Service Supervisor
2. Transportation Supervisor
3. Supervisor Building and Grounds
4. Assistant to the Treasurer
5. Substitutes
6. Confidential, Supervisory, and Management level personnel as defined in O.R.C. 4117.01
7. All Certificated Personnel
8. Treasurer
9. All other employees not specifically included

101.04 Substitute Employees

The Board will not fill permanent vacancies with substitute employees, except on an interim basis, during which time the Board will complete the posting bid procedure and the new position will be considered part of the bargaining unit if included in the above list of classifications in the unit.

102 Principles

102.01 Non-Certificated Personnel

It is recognized that members of the non-certificated staff require specialized qualifications, and that the success of the educational program in the River Valley Local School District depends upon the maximum utilization of the abilities of non-certificated personnel who are reasonably well satisfied with the conditions under which their service are rendered.

102.02 Rights of Minorities and Individuals

The legal rights of minorities and individuals inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting certified personnel are in no way abridged by this Agreement.

103 Negotiations Procedure

103.01 “Good Faith” Negotiations

“Good Faith” requires that the Association and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good Faith” requires both parties to recognize negotiations as a shared process.

103.02 Subjects of Negotiations

Negotiable issues will be all matters pertaining to wages, hours or other terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

103.03 Directing Request and Meetings

Either party desiring to open negotiations to modify this Agreement shall notify the other party in writing no sooner than one hundred (100) days and not later than sixty (60) days prior to the expiration of this Agreement. Notification in writing from the Association shall be addressed to the Board President or Superintendent, and from the Board shall be addressed to the President of the Association.

Within fifteen (15) days the first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

103.04 Representation

The Board and the Association shall each designate a bargaining team of up to four (4) members. Negotiations shall be conducted exclusively between these teams. The negotiation teams shall have the authority only to tentatively agree to proposals and counter proposals which tentative agreements shall be subject to ratification by the Board and bargaining unit respectively.

Either bargaining team may utilize a consultant in addition to their bargaining team members to assist in a bargaining session or sessions on specific topics or issues. Costs of consultants shall be borne by the party utilizing a consultant. Only one (1) consultant may be utilized by a party in any one (1) bargaining session.

103.05 Negotiation Meetings

The parties agree to exchange, upon reasonable request, all regularly prepared information concerning issues under consideration. Upon request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable period to caucus.

It is the intent of the parties to insure the confidentiality of negotiations. The following shall apply:

1. All negotiations meetings shall be held in closed session in accordance with Revised Code section 4117.21
2. News releases or statements to the media shall be issued only by mutual agreement until impasse or final agreement is reached.
3. Tape recorders or other electronic recording devices shall not be permitted at any negotiation meeting.

103.06 Tentative Agreements

All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.

When tentative agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its ratification and to the Board for approval. Once ratified by the Association, the Board shall take action within fifteen (15) days following the Association's action. If approved, in accordance with the provisions of this section, this Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This Agreement shall be binding on both parties.

103.07 Disagreement

If after thirty (30) days from the first day of negotiations the parties are unable to reach agreement on the terms of this agreement, either party may declare impasse on all unresolved issues and submit the issue(s) in dispute to mediation. At impasse, the parties shall petition the Federal Mediation and Conciliation Service for the assignment of a mediator to assist the resolution of the impasse.

Should the parties fail to reach agreement within two (2) weeks through the services of the mediator, either party may request that the State Employment Relations Board issue a list of fact finders for selection by the parties under the provisions of Revised Code Section 4117.14 and Administrative Code Section 4117-9-05.

ARTICLE 200 - ASSOCIATION RIGHTS

201 Rights of Association Representatives

201.01 Access to School Property

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal work schedules and programs in keeping with provisions of this Agreement.

201.02 Use of Board Equipment

The Association shall have the right to use school facilities and equipment including typewriters, copy machines, duplicating equipment, calculating machines and audio-visual equipment. The Association shall comply with established Board policies regarding use of school facilities and equipment.

201.03 Bulletin Boards

The Board shall assign a bargaining unit bulletin board space in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.

201.04 Mail System

The Association may use the internal delivery system of the school District.

201.05 Information Supplied to Union

Upon request, the Superintendent shall present to the President of the Association or his building representative designee, a true copy of each of the following documents:

1. Each year's temporary and permanent appropriations resolution.
2. Each new amended certificate of estimated resources.
3. Each year's budget.
4. Monthly Financial Reports.
5. Any other statistical information that is deemed relevant to the Association in its capacity as the exclusive representative.
6. Copies of official Board minutes.
7. Board Policy Handbook.

201.06 Collective Bargaining Rights

Bargaining unit members shall be assured all rights granted by law under the Collective Bargaining Act, Ohio Revised Code Chapter 4117.

201.07 Information of Bargaining Unit Employees

The names, addresses, phone numbers (except unlisted), building assignments, classifications and years of service of all employees will be provided the Union yearly. The same information for newly hired employees will be provided the Union within 30 (thirty) days of their employment.

201.08 Dues and Assessments

Dues deduction and assessments will be made in accordance with Article 600 of this Agreement.

ARTICLE 300 - GRIEVANCE PROCEDURE

301.01 Purpose

The purpose of this grievance procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

301.02 Definitions

- A. A “grievance” is a claim based on a violation, misapplication, or misinterpretation of this negotiated Agreement.
- B. “Grievant” shall mean the individual(s), the Union, or the Board initiating a grievance.
- C. “Class action grievance” – shall be a grievance that affects more than one employee in the bargaining unit. All such members of a class action grievance shall be identified unless the grievance affects all members of the bargaining unit, then the grievance form shall so state. When an individual bargaining unit member chooses not to be included in a class action grievance, that right shall be extended to say bargaining unit member(s).
- D. “Immediate supervisor,” for purposes of the grievance procedure, shall mean the lowest level administrator/supervisor having the authority to resolve the grievance. All grievances must be filed with the administrator/supervisor beginning at the lowest level

possible for informal resolution. Should a grievance be filed at an inappropriate level, the administrator/supervisor receiving said grievance may forward the grievance and grievant to the appropriate level administrator/supervisor.

- E. "Days" shall mean days in which the office of the Superintendent is open.

301.03 Rights of The Grievant and The Union

- A. The grievant has the right to Union representation at all meetings and hearings involving the grievance. At the informal level the representative should be a local Association representative.
- B. The Union has the right to be present for the adjustment of a grievance.
- C. A grievance form shall be exhibited in the Appendix of this Agreement.
- D. The Union and the aggrieved bargaining unit member must mutually agree to proceed to the arbitration step of this procedure.
- E. The Union shall receive copies of all communications in the processing of grievances.
- F. Bargaining unit members shall have the right to present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Association has the opportunity to be present at the adjustment.

301.04 Time Lines For Processing Grievances

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. Any grievance may be withdrawn at any level.

- A. The number of days indicated at each step in the procedure shall be the maximum and may be extended only by written mutual agreement of the parties.

- B. If the grievant does not present within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based to the principal or immediate supervisor for Level One – Informational Resolution listed in 302.01, then the grievance shall be considered waived.
- C. Failure of the grievant to comply with the timelines of this procedure shall cause the grievance to be dismissed.
- D. Failure of the Board to comply with the timelines of this procedure shall result in the elevation of the grievance to the next step in the procedure.

302 Grievance Procedure

302.01 Level One – Informal Resolution

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable adjustments to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as is possible. The bargaining unit member shall first discuss his/her grievance with his/her immediate supervisor. There shall be an attempt to resolve the problem informally prior to the filing of a grievance. Such resolution shall not conflict with any provision of this Agreement, further; the adjustment shall be made with the Association President or designee present.

A grievance shall first be presented informally to the principal or immediate supervisor within the time limits set forth in 301.03.

The principal or immediate supervisor shall respond to the informal grievance in writing within five (5) days of the informal meeting.

302.02 Level Two – Supervisor

If the problem is not resolved through the informal step, the grievant must file a written grievance with his/her principal or immediate supervisor within five (5) days of the response received at Level One – Informal Resolution.

The immediate supervisor shall arrange and hold a meeting within five (5) days of receipt of the grievance. The Union, grievant and Board may present evidence to sustain their positions. Within five (5) days of the conclusion of the hearing, the Union and the

grievant shall receive a written response from the immediate supervisor.

302.03 Level Three Superintendent

If the grievant is not satisfied with the response of the immediate supervisor, he/she may file, within five (5) days a written form to proceed to Level 3.

Within five (5) days of the filing of the form, the Superintendent or Superintendent/designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Level 1. Within five (5) days after the hearing the Superintendent or Superintendent/designee shall provide a written response to the Union and the grievant.

302.04 Level Four – Board of Education

In the event a grievance is not satisfactorily resolved at Level Three, the grievant may file with the Superintendent for transmission to the Board of Education, a Level Four Grievance Report Form setting forth the nature of the grievance and the basis for appeal from the decision of the Superintendent.

Application to the Board must be made within five (5) days of the date that the Superintendent rendered his/her decision, and presented to the Superintendent's office.

The Board shall grant the grievant a hearing in executive session at its next regularly scheduled Board meeting or within ten (10) days of the request to the Superintendent's office. The Board shall render its decision within ten (10) days after the conclusion of the hearing. The Superintendent will deliver a decision in writing to the grievant within five (5) days after the Board's decision.

302.05 Level Five – Arbitration

Within ten (10) days of receipt of the level 4 response, or if the Board fails to file a timely response, the grievant and the Union shall notify the Board of their intent to proceed to arbitration.

A. Selection Of The Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to the arbitration shall be according to the

voluntary rules and regulations of the American Arbitration Association.

B. Authority Of The Arbitrator

The arbitrator shall have no authority to subtract from, modify, change, or alter any of the provisions of this contract or add to, subtract from, modify, change, or alter the language therein in arriving at a determination of any issue presented. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted and further, shall have no authority to submit observations or declarations of opinions which are not directly essential in reaching determination. The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.

C. Decision of Arbitrator

The decision of the arbitrator shall be final and binding on all parties, the grievant/employee, the Union, and the Employer.

D. Cost of Arbitration

The cost for the service of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence and the cost of any hearing room will be borne by the unsuccessful party. Any other costs will be borne by the party incurring them.

303 Class Grievances

A grievance which affects a group or class of staff persons may be commenced at Level Three. Such requests shall be in writing stating the reason for submission at Level Three.

304 Exclusivity of Grievance Procedure

The grievance procedure shall be the exclusive method for resolving disputes concerning any alleged violation, misinterpretation or misapplication of this Agreement.

305 Investigations of Grievance

In the course of investigation of any grievance, the investigating committee will report to the Principal of the building being visited immediately upon arrival. Reasonable efforts will be made not to interrupt work or programs.

306 Miscellaneous Provisions

A. Receipt by Board

Constructive receipt of a grievance by the Board shall be construed to be the delivery date to the office of the immediate supervisor.

B. Receipt by Union

Constructive receipt by the grievant shall be construed to be the delivery date to the grievant or the Union president.

C. Meetings

Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. Attendance at Meetings and Hearings

All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The parties to this agreement will attempt at all times to schedule hearings at a time other than during the work day.

E. Reprisals

No reprisal or recriminations shall be taken against any member of the bargaining unit who files or takes part in a grievance.

F. Withdrawal of Grievance

A grievance may be withdrawn by the Union or the grievant at any time without prejudice.

ARTICLE 400 - LEAVES

401 Professional Leaves

Bargaining unit members may be granted professional leave with pay with Board approval for attendance at meetings or conferences of a professional nature which in the opinion of the staff member and the Superintendent will benefit the Board of Education and improve the staff member's professional abilities.

402 Association Leave

Up to three (3) bargaining unit members who are elected or appointed to governing bodies or committees of the RVEA, Ohio Education Association, National Education Association, or Central Inc. shall be granted up to two (2) days leave with pay to attend meetings of such bodies. Such leave shall be requested through the Superintendent. This leave may be used for, but is limited to, attendance at the Spring OEA Conference and/or the OEA Leadership Conference.

403 Sick Leave

403.01 Accumulation

Sick leave shall accumulate at the rate of one and one-quarter (1 and $\frac{1}{4}$) days per month under contract, and to a maximum of fifteen (15) days per year for a maximum accumulation of two hundred thirty-five (235) days.

403.02 Transfer of Sick Leave

Any bargaining unit member employed after September 15, 1995, shall begin accumulation of sick leave at 0 and shall accumulate sick leave consistent with section 403.01 above for all years of service to the River Valley Local Schools. Credit for sick leave accumulated as an employee of a prior employer who is a public agency pursuant to 3319.141 of the Ohio Revised Code shall be awarded credit for their previous accumulated unused portion of their sick leave.

403.03 Use of Sick Leave

Any bargaining unit member has the right to use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or injury in the immediate family that makes the employee's presence reasonably

necessary. "Immediate family" shall include spouse, children, mother, father, brother or sister, grandparents, grandchildren, mothers-in-law and fathers-in law, brothers-in-law, sisters-in-law, son or daughter-in-law, legal guardian, or anyone within the household of the bargaining unit member.

The employee is permitted to use up to three (3) days of sick leave in the event of a death in the immediate family. The employee may request an additional five (5) days of sick leave if the death is the employee's spouse, parent or child, or if the funeral is outside the state of Ohio. The employee may be required to submit a copy of the death certificate upon his/her return to work.

403.04 Doctor's Statement

If an employee is absent in excess of three (3) consecutive work days for personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to other employees or children, the employee may be required to provide a doctor's statement setting forth the nature of the illness involved and the need for the absence, and that the employee is now able to perform the duties of the position which he/she is assigned within his/her classification. If the absence is due to the illness or injury of an immediate family member, should a doctor's statement be required it must include an explanation of why the employee's presence was required.

403.05 Employees may not be gainfully employed during regular River Valley work hours when sick leave is taken.

403.06 Use Of Sick Leave

Sick leave may be used in whole or half day units.

403.07 Sick Leave Bank

In the event a member of the bargaining unit exhausts his/her sick leave accumulation due to a severe long-term illness or disability, the member of the bargaining unit may request a loan of sick leave days that have been voluntarily donated by unit members from their individually accumulated sick leave to the District sick leave bank.

The District Treasurer and a designated Association Representative shall jointly implement the program which will insure equitable treatment of all bargaining unit members.

In no case shall this plan prevent or prolong a unit member's applying for and going on disability retirement. In no instance shall a member be allocated more than thirty (30) days from the bank except by mutual agreement by the Superintendent and the President. A request for donations shall be made only when use is anticipated.

404 Pregnancy And Adoption

404.01 Pregnancy Leave

Bargaining unit members for whom sufficient sick leave is not available to cover absences due to pregnancy or who elect not to use sick leave after the birth and post-partum recovery period shall be entitled to unpaid leave of absence for that portion of the period of absence due to pregnancy not covered by sick leave to a maximum of three (3) months. The leave may be extended by the Superintendent. The employee requesting leave or extensions of leave must submit medical proof of reasons for request for leave. Any additional time will be subject to the provisions of section 407 of this Article.

404.02 Adoption

An employee who elects to adopt a child may use his/her sick leave in the same manner as an employee with a new-born child. The maximum amount of time for parental leave for an adopted child shall be three (3) months. Sick leave may be used when the employee verifies the use according to section 403.03. Any additional time within the three (3) month parental leave shall be without pay. Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the parental leave for adopted child. When thirty (30) days notice is not available, the notice period may be waived, however, the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave for the adoption of a child.

405 Review of Sick Leave Usage

The parties agree to meet in Labor-Management meetings to review the use of sick leave by employees and to develop ideas to reduce the use of sick leave.

The Union understands the responsibility and authority of the Board to develop policies regarding attendance of employees.

406 Personal Leave

406.01 Purpose

Personal Leave is granted for the purpose of handling emergency situations, personal business that cannot be conducted during or after work hours, and for extensions of sick leave when all other leaves have been exhausted. All bargaining unit members shall be entitled to three (3) days personal leave per year. Personal leave is not accumulative. Personal leave will be granted in one-half day or full day increments. Prior written notice of one (1) day must accompany all personal leave requests, unless such notice is waived by the Superintendent in cases of emergencies. "Days" for this provision shall be as defined in section 301.01(E). A "day" for part-time employees is considered the number of hours he/she is normally scheduled to work in a day. Personal leave will not be granted the school day before or after a scheduled school calendar vacation, legal holiday, scheduled non-school day, and the first or last three (3) days of the school year. The decision of the Superintendent shall not be subject to grievance.

406.02 Limitations to Use

No more than two (2) employees of a classification may use personal leave on a given day. Employees may only use one (1) personal day after April 15 of each school year. However, the Superintendent may, at his discretion, waive either of these limitations upon the request of an employee. The decision of waiver of the Superintendent shall not be subject to grievance.

406.03 Personal Leave Incentive

Any employee who does not use any of their allotted personal leave and any dock days during the school year shall at the end of the school year (June 30) be awarded one hundred dollars (\$100.00) or an additional day of pay whichever is greater to be included in their last pay check of that school year. An employee who uses one personal day and does not have any dock days during the school year shall, at the end of the school year receive one-half (1/2) day's pay. Employees who have used two (2) or fewer personal leave days and do not have any dock days during the school year have the option of taking the cash incentive or converting their whole unused personal days to sick leave.

407 Extended Term Unpaid Leave

407.01 Extended Leave For Education Or Disability

Upon written request, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall also grant such leave where illness or other disability is the reason for the request. Employees requesting leave under this section for reasons of illness or disability shall submit medical documentation substantiating need for the request. Upon return from such leave, the employee, with medical proof, shall resume the contract status he/she held prior to such leave and shall be returned to the same or similar position to that which he/she left.

407.02 Return From Leave

In the event an employee is unable to perform in his/her previous job assignment upon return from such leave, the employee shall be returned to a position in another classification with a vacant position for which he/she is qualified as determined by the Board designee.

407.03 Medical Documentation

Before an employee returns from leave he/she must submit to the Board medical proof that the employee can perform the duties of the position, within the employee's classification to which the employee is assigned.

408 Court Leave

408.01 Jury Duty

A member who chooses to fulfill his/her civic obligation by serving on a jury shall file such a request with the Superintendent. He will be paid the difference between his/her regular compensation and the remuneration received for serving as a juror. Employees shall return to work when released from jury duty if one-half or more of his/her work day remains at the time of his/her release from jury duty. If the jury duty by the employee would create a definite hardship in a given school the Superintendent will request the employee be released from jury duty.

408.02 Witness Leave

When a bargaining unit member is subpoenaed to appear in a court action arising out of the performance of his/her job with the Board (which the member is not a party or responsible to appear e.g. as a parent, spouse, business relationship) the member shall receive his/her normal daily pay. The subpoena must be issued from a court of the United States or State of Ohio or a political subdivision. The member shall be paid the difference between his/her regular compensation and the remuneration received as a witness. Employees shall return to work when released from the court if one-half or more of his/her work day remains at their time of release. Employees shall produce a copy of his/her subpoena as soon as they receive such and request leave.

409 Military Leave

409.01 Application of Statute Leave

Application of Statute Leave for military service will follow the provision established by Ohio Law (Section 3319.085 of the Ohio Revised Code) and other applicable state and federal laws. Upon the return of a non-teaching school employee upon the expiration of a military leave of absence he/she shall resume a similar non-teaching position to that which he/she held prior to such leave.

409.02 Annual Military Leave

Bargaining unit members who are members of the Ohio National Guard, the Ohio Defense Corps, and the Naval Militia or of reserve components of the Armed Forces of The United States shall be entitled to a leave up to 31 calendar days (or a maximum of 22 work days) in any one calendar year. Those employees on annual leave will receive their regular rate of pay from the District. Employees on military leave for more than 31 calendar days will receive the amount of pay between their regular pay and their military pay if their regular pay exceeds their military pay for all days after the 31st calendar day. To be eligible for release from duty the employee must produce his/her orders to report for military leave. To be eligible for the differential pay the employee must produce the pay stub or other documentation demonstrating his/her compensation from the military. The employee's daily rate will be used for comparison.

If a court of competent jurisdiction or a change in the legislature allows, the Annual Military Leave section will return to the language of the 1998-2001 Agreement.

410 Status While On Unpaid Leave

An Employee on unpaid leave pursuant to this article shall not accrue seniority. His/her seniority shall remain as of the initial date of the unpaid leave. Employees on unpaid leave shall not accumulate sick, vacation, or personal leave. Employees on unpaid leave for pregnancy or disability leave shall continue to receive Employers contributions to insurance benefits for three (3) months. Employees on other unpaid leaves shall not be eligible for Employer contributions to insurance benefits.

ARTICLE 500 - MANAGEMENT RIGHTS

501 Management Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Ohio Revised Code 4117.08, the laws and the Constitution of the State of Ohio, and of the United States, except as they may be modified by the terms of this Agreement.

ARTICLE 600 - DUES DEDUCTION

601 The Board agrees to deduct the dues of the Association upon presentation of a written deduction authorization by the employee.

602 If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the Association. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process, so long as such errors are not willful or made through negligence.

603 Both Parties agree that all members of the bargaining unit have the right to join, participate in, and assist the Association and the right to refrain from such without intimidation or coercion.

To achieve this end, the Association may provide information to be given to new employees upon hire. The Board will also issue a statement to managers and administrators reminding them of their obligation not to interfere in an employee's right to choose.

604 Pursuant to Section 4117.09 of the Ohio Revised Code, each bargaining unit member hired after the execution of this agreement who is not a member of the association by the sixtieth (60th) calendar day of the school year or the sixtieth (60th) calendar day after his/her initial date of employment (whichever is later) shall, by payroll deduction, pay a fair share fee in an amount determined by law and which shall not exceed the dues paid by members of the association and its unified affiliates. The association shall submit to the Board's Treasurer the name of each unit member who is to pay the fair share fee and the amount of his/her fair share fee. Each such name shall be submitted no later than January 25th, or no later than one hundred (100) calendar days after the unit member's day of initial employment, whichever is later. The Board's Treasurer shall begin deduction with the first pay period of the following month. The amount of each payroll deduction will be made the first pay of each month between October and July of the school year.

The Treasurer will certify the amount which was deducted to the association treasurer in check form made payable to the "River Valley Employees Association." A monthly list will be included with the check showing the amount deducted for each bargaining unit member.

Each bargaining unit member who is paying dues to the association on the date of execution of this agreement shall be permitted to cease payment of such dues without becoming subject to fair share fee, upon written notice to the Treasurer during the period from August 16, 2005 to August 31, 2005.

If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the amount of the unpaid balance will be deducted from the unit member's last payroll check for that school year. Prior to the bargaining unit member's last payroll check, the Board Treasurer will notify the Association of the unit member's change in status.

It shall be the responsibility of the association to prescribe an internal procedure to determine rebate, if any, for non-members which conforms to federal law and provisions of Section 4117.09 of the Revised Code.

The Association agrees to indemnify and save the Board harmless against any judgments for any costs or liability the Board might incur as a result of the implementation and enforcement of this fair share fee section provided that:

1. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision. Provided, however that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share fee provision.

2. The Board notifies the association in writing and within fifteen (15) days of any claim made or filed against the Board by the non-member for which the indemnification may be claimed.
3. The Association will have the right to designate counsel to represent and defend the Board.
4. The Board agrees to give full and complete cooperation and assistance to the association and its counsel at all levels of the proceeding, to permit the association or its affiliated organizations to intervene as a party if it so desires and to oppose or not to oppose the association or its affiliated organizations' application to file briefs amicus curiae in the action.

The Board of Education may waive its right to indemnification and provide its own defense. In the event of waiver, the Board shall have no duty to accept or cooperate with association's counsel.

ARTICLE 700 - VACATIONS AND HOLIDAYS

701 Vacations

701.01 Vacation Leave

All bargaining unit members who work eleven (11) or twelve (12) months during the calendar year and based on the years of service with the School District shall be granted paid vacation according to the following:

<u>SERVICE</u>	<u>VACATION BENEFIT</u>	<u>MAXIMUM VACATION CARRYOVER</u>
0-1 year	0 weeks	0 weeks
1-10 years	2 weeks	2 weeks
10-15 years	3 weeks	2 weeks
16-19 years	4 weeks	2 weeks
20 + years	5 weeks	2 weeks

The anniversary date for vacation accrual shall be the anniversary date of employment. Only earned vacation will be granted.

701.02 Reserved

701.03 Request For Vacation

Request for paid vacation shall be forwarded in writing to the Superintendent for his approval or rescheduling.

Vacation leave requests shall be submitted in advance of the requested date for a period of time at least equal to the length of the vacation leave requested.

701.04 Conversion of Vacation At Separation

Upon separation from employment a bargaining unit member shall be entitled to compensation at member's current rate of pay for the vacation days accrued but unused by the employee.

Upon resignation or retirement, an employee shall be compensated at his/her current rate of pay for all accrued, unused vacation. Conversion of vacation leave upon the death of an employee shall be made to the employee's estate.

701.05 Full-time Employees

For the purposes of this section, a full-time employee is a person who is in service for not less than eleven (11) months in each calendar year.

701.06 Illness During Vacation Leave

When the bargaining unit members vacation becomes due during a period when he/she is on leave due to illness or injury, the date may be changed in accordance with other vacation dates which are available.

701.07 Minimum Service

Bargaining unit members shall be eligible for vacation leave after one year of service to the District.

701.08 Carry-Over of Vacation Days

Beginning on the anniversary date of the employee's second year of employment, bargaining unit members may carry over from one year to another up to the amount specified in 701.01.

701.09 Rescheduling Vacation

Any employee who is requested to work days that were previously scheduled for vacation by his supervisor will be permitted to reschedule affected days to a later date. The Superintendent may

allow the employee to reschedule additional vacation days that were interrupted. Alternately, if an employee is unable to reschedule vacation days that were interrupted, the employee may convert to cash the vacation days interrupted.

701.10 Use of Vacation Leave To Cover Illnesses

Employees who have exhausted their available sick leave may utilize accrued, unused vacation for periods of sickness or illness subject to the procedures for use of sick leave.

701.11 Holiday During Vacation

If an approved vacation leave incorporates a paid holiday, the holiday shall not be charged against the vacation leave.

702 Holidays

702.01 Nine (9) and Ten (10) Month Employees

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 4. Memorial Day |
| 2. Martin Luther King Day | 5. Thanksgiving Day |
| 3. Labor Day | 6. Christmas Day |

702.02 Eleven (11) + Month Employees

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Independence Day |
| 2. Martin Luther King Day | 6. Thanksgiving Day |
| 3. Labor Day | 7. Christmas Day |
| 4. Memorial Day | 8. Christmas Eve |

702.03 Overtime on Holidays

Overtime on any of the aforementioned holidays will comply with the requirements of the Fair Labor Standards Act. Should the bargaining unit member elect to take compensatory time that time should be scheduled after consultation with the bargaining unit member's immediate supervisor.

702.04 Holidays On Days Off

If a holiday listed in this Article falls on a Saturday, it shall be observed on the preceding Friday. If a holiday listed in this Article falls on a Sunday, it shall be observed on the following Monday.

702.05 Holidays During Leaves

Holidays which occur during an unpaid leave of absence of an employee will not be paid. An employee must be on paid status the day before and after a holiday in order to be eligible for the paid holiday.

702.06 Pay For Holidays

Employees paid an hourly rate entitled to holidays shall receive holiday pay based on the number of hours the employee is normally scheduled to work on the holiday. Other employees paid on a contract basis shall receive their normal daily rate for a holiday.

702.07 Exchange of Holidays

Employees may exchange Martin Luther King Day for Good Friday as a paid holiday provided the Board has not designated either of those days as an instructional day.

ARTICLE 800 - VACANCIES

801 Vacancies

801.01 Postings

When a vacancy occurs within the classifications represented by this bargaining unit, the posting will be electronically transmitted to all staff and the posting will be available for no less than five days. The posting shall contain the following information.

- | | |
|---------------------|-----------------------|
| 1. Type of work | 5. Hours to be worked |
| 2. Location of work | 6. Classification |
| 3. Starting date | 7. Qualifications |
| 4. Rate of pay | |

801.02 Applications

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period.

All qualified bargaining unit members will be interviewed for the position.

801.03 Considerations

In filling the vacancy the Board shall consider the following variables.

1. Individual qualifications
2. Longevity in the District
3. Ability to work with immediate supervisor
4. Classification seniority
5. Requirements of the position as established by the Superintendent

801.04 Unsuccessful Applicant

An applicant who does not receive a vacant position will be provided with the areas in which he/she needs to improve in order to be more competitive in the future.

802 Custodian Vacancies

Vacancies in the Custodian classification will be filled by classification seniority when the applicant is currently in the Custodian classification. However, either the employee or the employer may, within the first thirty (30) days, return the employee to his/her former position without cause and without appeal.

ARTICLE 900 - BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO SERS

901 Board Pickup

The Board shall assume and pay, or pickup the mandatory employee contribution to SERS participants, subject to the provisions of this Article, in lieu of payment of those contributions by said members.

902 Salary

For the purpose of this Pickup Plan, total salary or salary per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts:

- A. Deferred salary shall be equal to the percentage of said member's total annual salary per pay period which is required from time to time by the

Ohio State School Employees Retirement System (SERS) to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts) and its Employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B. The Board shall compute and remit its Employer contributions to SERS based upon total annual salary or salary per pay period, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

903 Pickup Adjustments

The "pickup" shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

904 Effective Date Termination

The Pickup Plan shall be effective no later than 15 days after the effective date of this Agreement. The Plan shall terminate immediately if any provision hereof is determined to be contrary to law or if Employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General or by the Ohio School Employee's Retirement System.

ARTICLE 1000 - TRANSPORTATION

1001 Bus Routes And Bidding Procedures

1001.01 The following routes are generally the routes to be utilized by the Board.

A. Double Route

The normal work year for school bus drivers of “double routes” shall be 179 work days. For paid holiday information, see Section 702.01. The approximate hours for each day shall be five (5) hours.

B. Single Route

The normal work year for “single route” school bus drivers shall be 179 work days. For paid holiday information, see Section 702.01. The approximate hours for each day shall be two and one half (2.5) hours.

1001.02 Route Bids

All bus routes shall be bid upon by seniority at a “bid” meeting held no later than five (5) calendar days before the beginning of school. Bid routes shall begin no later than the beginning of the third week of school. The Superintendent or designee reserves the right to require an employee to pick-up or drop-off a bus at a centralized location. Bid routes shall remain in effect for the balance of the school year in which the bids are accepted.

1001.03 Vacant Route Assignment

When there is a vacancy or route created during the course of the school year, those routes will be distributed and posted in a conspicuous place for a period of five (5) days. The posting shall include the bus number, capacity, approximate miles, and time. These routes shall be bid upon by seniority and availability.

1001.04 Extra Stops

After a route has been accepted, no extra trips shall be added without additional compensation. However, additional stops are permitted without additional compensation. After a route has been accepted by a driver extra stops may be added so long as the additional stops do not require more time than the driver is compensated.

1001.05 Time Spent

Each regular bus driver shall be paid for all time that is spent on their bus, including but not limited to dead head, breakdown and maintenance time.

Employees required to submit to a drug test will be paid a minimum of one (1) hour compensation, or the time required for the drug test, whichever is greater.

1001.06 Completing Other Routes

Drivers who are requested or required to complete a route or fill in for another driver in addition to their normal route assignment will be paid for the time spent completing or filling in on a route.

1002 Extra Trips

1002.01 Assignments

All extra trips shall be assigned to bus drivers who sign up to take extra trips on a seniority rotations basis if driver is available. All extra trips shall be distributed at a bus driver trip meeting held five (5) days in advance, when possible, and shall be awarded on a seniority rotation basis from the list of drivers who wish to participate. Drivers shall be notified of extra trips by attending the driver trip meeting announced by the Transportation Supervisor or designee via the district's radio communication – except for extra trips received forty-eight (48) hours prior to departure. If no driver volunteers for a trip, the Transportation Supervisor or designee will submit those trips taken to a list of substitute bus drivers. If no one volunteers and a substitute driver is not available for the trip, the Transportation Supervisor or designee may assign the trip to the least senior driver. Trip requests received after the driver meeting will be announced to drivers via the district radio communications. Drivers will be awarded the trip by seniority. The driver must notify the Transportation Supervisor or designee of the acceptance of the trip.

1002.02 Start Time

Extra trip pay shall start fifteen (15) minutes before the scheduled departure time.

Extra trip assignments will be paid at a minimum of two hours.

1002.03 Acceptance of Extra Trip Assignments

Should a driver be assigned a trip on an emergency basis, the driver shall not be passed over for consideration from their next extra trip opportunity on the normal rotation list.

1002.04 Waiver Of Extra Trips

If a driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list. A driver who removed his/her name from the extra trip rotation may, upon request to the Transportation Supervisor or designee, have his/her name returned to the extra trip rotation in the proper seniority sequence.

Any driver, who does not work, due to sick leave, the day of the extra trip, is ineligible for any extra trips that day. In the case of a half-day use of sick leave, the driver must have driven the half-day in which the trip was to be driven.

If the driver reports on time to the point of departure for the extra trip and the trip is cancelled without prior notice, the driver shall receive a minimum of two hours extra trip pay.

Drivers accepting extra trips shall be responsible for cleaning the bus interior and refueling the bus upon the return from the trip.

If a trip is cancelled and rescheduled, the driver will have the option of taking the trip on the rescheduled day. If the driver opts not to take the trip on the rescheduled day, the trip will be returned to the trip seniority rotation. If a trip is cancelled and not rescheduled, the driver goes to the top of the rotation list with the first choice at the next drivers' meeting. The rotation schedule shall resume from that point with the next driver in seniority order.

1002.05 Trips Which Would Result in Overtime

When any extracurricular or special activity time will definitely cause the driver(s) to work in excess of forty (40) hours, the Administration shall go to the highest employee on the list who will not go into overtime hours due to working the extracurricular activity. The Board agrees not to use a substitute when this

provision is activated unless all drivers who would not be in an overtime situation have refused the trip.

1002.06 Those bus drivers who qualify as an “on board instructor” will be compensated at their hourly rate.

1002.07 Remedy Provision

If an extra trip driver is missed or skipped in the extra trip rotation that employee will receive the next extra trip.

1002.08 End of Year Bus Cleaning

Bus drivers will be compensated for four (4) hours at the end of the school year for preparing their buses for state inspection.

1003 Definitions

The following terms are defined for purposes of this Article only as follows:

- A. “Route” or “run” – the designated stops to pick up and deliver students on a daily basis.
- B. “Stops” – designated points for pick up and delivering of students on a designated route or run.
- C. “Extra trips” – non-route driving assignments which include, but are not limited to, field trips, athletic events, extra curricular trips within and outside of the District.
- D. “Shuttle” (or shuttle run) – an extra run/route, a designated assignment from a pick-up point to a satellite site or drop-off point. On a shuttle run, students are normally gathered at one or more schools and delivered to one or more schools but a shuttle run may leave, pickup, and deliver students other than at a school building.

1004 Shuttle Runs

- A. Currently assigned drivers of shuttle runs (such as: Tri-Rivers Career Center) will be grandfathered into their assignments until such a time as they either resign the assignments or leave the employment of the school district.
- B. As current shuttle run assignments become vacant, they shall be posted annually subject to the bidding process in operation at the time.

- C. The selection of a driver to be assigned a shuttle run vacancy will be based on the bidding process in operation at the time and the availability of the driver to perform the duties of the run.

ARTICLE 1100 - CALAMITY DAYS

1101.01 School/District Closings

The Superintendent or his/her designee determines when conditions warrant the partial or complete closing of a facility(ies), function(s) or the District. The Superintendent shall determine which positions and/or classifications shall be released from duty. Closing or partial closings may be for an entire shift or a portion thereof.

1101.02 Pay On Calamity

Bargaining unit members shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity (calamity days), provided that no such employee shall be paid for days of work required to be made up to meet the minimum school year as required by law.

Calamity days shall only apply to those positions and classifications which work the first (day) shift unless the Superintendent releases all positions and classifications for more than the first shift.

1101.03 Overtime On Calamity Days

Any bargaining unit member whose classification was released from service who is required by his or her supervisor or principal to perform work for the Board shall be paid time and one-half for calamity hours or days worked.

1101.04 Specific Classifications

Secretaries: Secretaries are not required to report on calamity days called prior to their regular starting time. If the calamity day is called after the regular starting time, the employee may complete any necessary tasks and then go home.

Bus Mechanic: If a 2-hour delay is later changed to a calamity day, or the calamity day is called after the employee has reported to work, the employee must finish any work required to operate the busses on the following day before leaving, but the employee can leave when the work is completed. If the calamity day is called before the employee reports to work, the employee can report when he/she feels it is safe to do so and must stay as long as necessary to prepare the busses for the following day.

Custodians: All Custodians must report on a calamity day or 2-hour delay as scheduled. The employee may report when he/she feels it is safe to do so, but must report with sufficient time to open the building for a two-hour delay and may work a full shift.

Cooks: If a two-hour delay is called, the Cooks are not required to report until the delayed starting time (9:00 AM). The menu established for this situation will be served.

ARTICLE 1200 - INSURANCE

1201.01 Amount of Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group life insurance for each bargaining unit member in the amount of \$35,000 for secretaries, custodians, food service personnel and for those bargaining unit members other than bus drivers who regularly work either seven (7) or eight (8) hours a day, and bus drivers who regularly drive a double route. For bargaining unit members regularly performing their duties and taking less time than the above-stated, the District will provide \$25,000 life insurance for those employed as of July 1, 1991, and \$20,000 life insurance for those employed after July 1, 1991.

1201.02 Premiums For Life Insurance

The full cost of this program and any increase thereof, shall be paid by the Board.

1201.03 Conversion Upon Retirement

Members of the bargaining unit shall have the option, upon retirement, of continuing to carry the whole life insurance with premiums paid by the bargaining unit member.

1202 Medical/Insurance Options

1202.01 Coverage Provided/Eligibility

The Board shall purchase from a carrier licensed by the State of Ohio basic hospital/surgical coverage for each bargaining unit member and his/her family which meets or exceeds the specifications listed below. Benefits will be paid according to this Agreement to secretaries, custodians and food service personnel and for those bargaining unit members other than bus drivers who regularly work either seven (7) or eight (8) hours a day, and bus drivers who regularly drive a double route. For other bargaining unit members regularly performing their duties and taking less time than the above stated, the District will pay that share of the negotiated benefits proportionate to the amount of time for which the employee has been contracted proportional to an eight (8) hour day. That is, an employee contracted for a four (4) hour day shall receive 50% of the amount of the District would pay for a full-time employee. Bargaining unit members hired prior to the 1987-1988 school year are grandfathered with the coverage they had in their classification under previous arrangements. A bargaining unit member who changes from full time to a part time position due to reduction in force action will continue full time benefit even if a change of classification takes place. A full time bargaining unit member, who changes from a full time position to a part time position by choice, will receive benefits proportionate to the amount of time worked in an eight (8) hour day.

1202.02 Premiums For Coverage

Effective upon ratification of this agreement, the Board shall pay shall pay eighty-five percent (85% of the premium of such insurance for any policy with a total premium of \$1,876.92, and the employee shall pay fifteen percent (15%) of the premium. Effective July 1, 2015, the Board shall pay eighty-five percent (85%) of the premium for any policy with a total premium of \$2,008.30(which includes a 7% cap) and the employee shall pay fifteen (15%) plus any amount above the stated maximum. (See chart below for examples). Effective July 1, 2016 the Board shall pay eighty-five percent (85%) of the premium for any policy with a total premium of \$2,148.88(which includes a 7% cap) and the employee shall pay fifteen (15%) plus any amount above the stated maximum.

Effective July 1, 2014 through June 30, 2015

Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$764.92	\$650.18	\$114.74
Employee + 1	\$1,113.92	\$946.83	\$167.09
Family	\$1,876.92	\$1,595.38	\$281.54

Effective July 1, 2015 to June 30, 2016

Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$818.46	\$695.69	\$122.77
Employee + 1	\$1,191.89	\$1,031.11	\$178.78
Family	\$2,008.30	\$1,707.06	\$301.24

Effective July 1, 2016 to June 30, 2017

Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$875.75	\$744.39	\$131.36
Employee + 1	\$1,275.32	\$1,084.02	\$191.30
Family	\$2,148.88	\$1,826.55	\$323.33

Employee contribution may be higher if the Total Premium is above the amount stated.

1202.03 Both Spouses Working for the Board

With the exception of any married employees on the payroll as of 7/1/01, couples with both spouses working for the Board may select the appropriate family plan. The other spouse will not be eligible for the insurance incentive.

1203 Major Medical Benefits

See Appendix B for the current plan that is in effect for Hospital and Surgical Benefits. The current health care plan coverage and benefits are subject to change through the actions of the District Insurance Committee.

1204 Provider Selection

A bargaining unit member may elect from available, offered health maintenance organizations (HMO) in lieu of the traditional insurance plan. The bargaining unit member will be charged by payroll deduction the difference between the premium rates.

1205 Dental Insurance

The Board shall provide dental insurance by contributing the following amounts to dental coverage:

The Board will pay a maximum of \$6.00 per month per employee for single coverage and 50% of premium per month for family coverage.

Calendar Year Maximum (For all Class I, II & III Expenses) is \$750.00 per person. See Appendix B for dental benefits.

1206 Conversion Of Health And Life Insurance

A bargaining unit member on an unpaid leave of absence or layoff may continue to be covered under the above health and life insurance programs by reimbursing the Board for premium cost and according to rules set forth in Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Failure of an individual to forward premium payments to the Board at the stipulated time will terminate this option.

1207 Insurance Cost Incentive – Waiver

1207.01 Waiver Of All Insurance Benefits

Any bargaining unit member who is currently insured under the Board's insurance plan and can validate that he/she is covered under a non-bargaining unit member's spouse's insurance plan

may elect to refuse membership in the Board's hospital/surgical/major medical/dental insurance plans and receive a one thousand dollar (\$1,000.00) cash incentive. A bargaining unit member employed by the Board on a fifty percent (50%) contract or less will be eligible to receive a five hundred dollar (\$500.00) cash incentive.

1207.02 Waiver Of Medical Plan

Any bargaining unit member who is currently insured under the Board's insurance plan and can validate that he/she is covered under a non-bargaining unit member's spouse's insurance plan may elect to refuse membership in the Board's insurance plan, and receive a five hundred dollar (\$500.00) cash incentive. A bargaining unit member employed by the Board on a fifty percent (50%) contract or less will be eligible to receive a two hundred and fifty dollar (\$250.00) cash incentive.

1207.03 Reinstatement

A bargaining unit member who applies for this option must know that it is for the full insurance year and the bargaining unit member cannot be reinstated into the insurance plan until the next open enrollment period. An exception to the above would be if there is a death of the spouse, divorce with no insurance support payments, or loss of insurance by spouse. If under the above exceptions the bargaining unit member wishes to reapply for the Board's insurance package, he/she must reimburse on a prorated basis the Board the monies that were paid to him/her as the cash incentive for electing not to take the insurance package.

1207.04 Reserved

1208 Reserved

1209 Optical Insurance

The Board will provide a basic optical insurance plan whereby it will pay a maximum of one dollar and fifty cents (\$1.50) per month towards the monthly premium per bargaining unit member for single coverage and three dollars (\$3.00) per month towards the monthly premium per bargaining unit members for family coverage. The effective date of this payment is September 1, 1991.

1210 Insurance Committee

The Board and the Association agree to establish an insurance committee to review all aspects of the current health insurance coverage. The committee will be comprised of: three (3) representative of the RVEA (to be appointed by the RVEA), the Treasurer, Superintendent, and the President of the Board of Education or his/her delegate. In addition, both the Board and the Association understand the committee make up may be expanded to include three (3) representatives of the RVTA.

Goals of the committee shall be:

1. To review the current health insurance plan.
2. To investigate and understand the benefit of remaining in the current insurance consortium or the necessity to withdraw from the consortium and contract with a private provider.
3. That the committee will have the option of presenting an alternate to the coverage which may include modification to the current levels if the modifications are used to maintain or lessen insurance premium costs, i.e., co-pays, deductibles, or other coverage items. That is, the committee may recommend changes to the current level of benefits which may include both increases and decreases.

Committee recommendations must be made to the Board of Education by March 31 of each year. If the committee requests and the Board approves, an extension to the date may be made. The recommendation shall be for plan changes to be effective July 1 of each year.

Decisions of the insurance committee shall be accomplished through consensus of all parties who serve as committee members.

Both the Board and the Association acknowledges that the above goals cannot be accomplished without the assistance from other providers:

1. An outside consultant to investigate the current plan and plans available from other providers.
2. A consensus facilitator who will train the committee with regard to decision making through consensus.

When consensus has been reached and presented to the Board of Education and the Association(s), the Board shall adopt the decision of the committee.

1211 Modifications In Insurance Coverage

The parties agree that modifications in coverage may occur as a result of changes/modifications instituted by the insurance carriers. The insurance committee shall be consulted by the Employer prior to implementing the changes.

Other changes may be recommended by the insurance committee. Changes will be for the purpose of maintaining costs, reducing premiums and instituting cost controls, without significantly reducing the benefits.

Minor changes in coverage if required by the carrier may be made but significant changes will be subject to scrutiny of an arbitrator to interpret their significance. An ongoing insurance committee representing both Employer and Union must be consulted before changes are made.

1212 125 Plan

The Board agrees to implement a 125 Plan if no cost (i.e. Administrative costs) are attached, e.g. fees required by IRS. Administrative costs through insurance carrier are not considered as cost items for implementation.

ARTICLE 1300 - CONTRACTS

1301 Contracts For Non-Teaching Employees

1301.01 Issuance

Contracts for each non-teaching employee shall be issued not later than the June Board meeting of each school year.

1301.02 Annual Notice

The Board of Education shall cause notice to be given annually not later than the first day of July to each non-teaching school employee who holds a contract valid for the succeeding school year, as to the salary to be paid such school employee during such year. Such salary shall not be lower than the salary paid during the preceding school year.

1301.03 Nonrenewal Notice

The Board of Education shall cause notice to be given of its intention not to re-employ a non-teaching employee, at the expiration of his/her contract. If such notice is not given the non-teaching employee on or before June 1, said employee shall be deemed re-employed for the following school year.

1301.04 Nonrenewal And Discipline

The Board shall retain the right, according to the procedures set forth in this Article to non-renew an employee's contract at the end of the school year of each of the employee's first three years employment with the Board. Discipline during the first three years and after the completion of three years employment shall be according to Article 1800, Discharge and Discipline. If the contract of an employee at the end of three years of successful employment is to be renewed, it shall be a continuing contract. Employees may be disciplined in accordance with the provisions of Article 1800, Discharge and Discipline, and the provision of O.R.C. 3319.081 shall not apply and will not apply to discipline or nonrenewal of contract.

1301.05 Probationary Period

An original probationary period of six months shall be in effect for all newly hired bargaining unit employees. Bargaining unit employees promoted to a higher paying classification or job shall serve a three month probationary period. An employee recalled to work in a classification other than the one he/she was laid off from, shall serve a new probationary period. An employee may be removed from his/her position any time during his/her original probationary period. An employee in a promotional or recall probationary period may be returned to the position in his/her prior classification or placed back on lay off. Employees shall be given the reason for their probationary removal or reduction. Probationary removals and reductions are not appealable to the grievance procedure in this agreement.

ARTICLE 1400 - REDUCTION IN FORCE

1401 Reduction in Force Reasons

Whenever, by reason of lack of funds, decreased enrollment, return of employees from an authorized leave of absence, lack of work or the abolishment of positions, the Board may make a reduction in force in the following manner:

1402 Elimination Of Substitutes

Reduction shall be accomplished first by resignation and retirement. If no bargaining unit members are scheduled to retire or resign at the time of the reduction, the Board shall, within each job classification affected, suspend the contracts first of members on limited contracts in reverse order of their

classification seniority and then on continuing contracts members in reverse order of their classification seniority.

1403 Displacement

A bargaining member who is laid-off shall have the right to displace a member with less District seniority in another classification. A member who elects to displace a less senior member in another job classification must have all of the qualifications necessary to successfully perform all of the work in the position into which they are bumping. When a bargaining unit member bumps into another position the member shall be placed on the first step of their pay range which will provide the member with an equivalent rate of pay to the position they formally held or at the rate for the new classification which is closest to the employee's former rate.

The following procedure shall be used:

1. There will be an annual reminder sent to all employees to update their personnel files with any new education or experience which may affect their qualifications for other positions in the district.
 - A. The Board shall determine which positions will be eliminated.
 - B. Five (5) business days prior to notifying any employees, the Superintendent will notify the Union President.
 - C. The Board will determine the most senior of those employees affected by the lay off.
 - D. The Superintendent will send one of two possible letters to everyone with less seniority than the most senior affected employee:
 - i. A letter informing the employee that his/her position has been selected for elimination and informing the employee that he/she must notify the Superintendent within seven (7) calendar days whether or not the employee wishes to exercise his/her displacement rights and indicating those classifications/positions the employee feels he/she is qualified (in accordance with Section 1403 of the collective bargaining agreement) to fill.

OR

- ii. A letter informing the employee that his/her position may be affected by a reduction in force (i.e., a more senior

qualified employee may displace the employee) and informing the employee that he/she must notify the Superintendent within seven (7) calendar days whether or not the employee wishes to exercise his/her displacement rights and indicating those classifications/positions the employee feels he/she is qualified (in accordance with Section 1403 of the collective bargaining agreement) to fill.

- E. The Superintendent will interview everyone who has expressed interest in a position that the employee may not be qualified to fill. If the employee's personnel file indicates that the employee is qualified for the selected classifications, no interview will take place.
- F. The Superintendent will notify any employee that he/she deems not qualified to fill a position.
 - i. The employee may challenge the Superintendent's determination within seven (7) calendar days.
 - ii. All challenges will be processed to expedited arbitration within ten (10) days from the date the last challenge should have been received.
- G. There will be one meeting that all potentially affected employees will attend. Each employee will be permitted to select his/her displacement option, if any, in order of seniority.

1404 Recall List/Rights/Procedure

The names of members whose contracts are suspended due to the reduction in force shall be placed on a recall list in the job classification in which they were laid off. Such members shall retain recall status for a period of 24 months. Members on the recall list have the following rights.

- A. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while there are laid off bargaining unit employees on the recall list in that job classification or position. As long as there is a recall list for any classification, the Board will notify each employee on a recall list of any vacancies interested employees must make the Board aware of their qualifications for the vacancy. Qualified employees will be recalled to vacant positions in order of seniority. Refusal of reinstatement to any less position will not terminate the recall status of the member.

- B. Bargaining unit members who are laid off shall be recalled as positions in their job classification become vacant. Members who are on the recall list shall be recalled in the order of their system seniority, i.e., reverse order of layoff.
- C. Bargaining unit members who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent. Appropriate recall notices shall be sent to members by certified mail to the most recent address furnished in writing by the member.
- D. A recalled member of the bargaining unit must notify the Board of Education of his/her acceptance of the position for which he/she is recalled within 14 days after mailing of written notice of recall or be deemed to have waived his/her right to recall.

A limited contract that has been suspended shall automatically expire on the date specified for expiration; however such expiration shall not affect the recall rights and status of the employee whose limited contract has been suspended in accordance with the provision set forth in this Article.

- E. A unit member who refused a recall opportunity to return to a full-time position forfeits all recall rights. Any such member shall advise the Superintendent of his/her intentions to return or not return to the District for the forthcoming school year not later than April 1 of the year during which he/she is under contract to another school system. Failure to do so, after having been advised of this obligation, shall result in a forfeiture of any recall rights. A bargaining unit member on layoff will not lose his/her recall rights to a part-time position if he/she refuses recall to a full-time position.
- F. A bargaining unit member on the recall list upon acceptance of recall will have the same seniority, pay increment, and accumulation of sick leave as when his/her contract was suspended. During the period of layoff, seniority shall remain unbroken but shall not accumulate.
- G. At recall, all bargaining unit benefits, including accrued sick leave will be returned and the member will be placed on the proper pay level for their classification. If previously in that job classification the bargaining unit member would start the pay level held at the time he/she was laid off from that classification.
- H. During any reduction in force, all substitute work will be offered first to qualified members of the bargaining unit eligible for recall.

ARTICLE 1500 - JOB DESCRIPTIONS AND EVALUATIONS

1501 Job Descriptions

All members of the bargaining unit shall receive copies of their job descriptions listing their duties and responsibilities. Copies shall be provided to the RVEA President. The Board shall provide copies of proposed changes to job descriptions to the RVEA President and affected members of the bargaining unit prior to their being put into effect.

1502 Evaluations

Each employee will be evaluated twice during any probation period and annually thereafter by the employee's immediate supervisor. Immediate supervisor is defined as the non-bargaining unit administrator who has immediate administrative authority for the employee being evaluated. Evaluations will include information obtained through direct knowledge of the employee's performance. Specific performance issues will be addressed within a reasonable time from the date of the incident.

A review of the employee's job description will be part of each employee's evaluation.

The immediate supervisor will discuss the evaluation with the employee. The employee will sign the evaluation acknowledging that the evaluation has been discussed with him/her and that he/she has received a copy of it. The employee may submit a response that will be appended to the evaluation and placed in the employee's personnel file.

ARTICLE 1600 - DISTRIBUTION OF AGREEMENT

Copies of this agreement will be located in each of the buildings along with the Superintendent's office. It will also be available electronically. The RVEA shall provide 10 copies to be distributed throughout the District.

Four (4) signed, original copies shall be provided the Association Representative to satisfy filing requirements for the State Employment Relations Board (SERB) at the conclusion to the negotiations of a successor Agreement. The Board will pay for the cost of these four copies.

ARTICLE 1700 - NON-CERTIFICATED EMPLOYEE SALARY SCHEDULE

1701 Salary By Classification

- A. Bargaining unit members covered by this Agreement shall be compensated at the rates set forth for their classification as established in this Article. Any regular bargaining unit member substituting in a classification other than their assigned classification will be paid at the rate of compensation for the classification in which he/she is substituting at the step at which he/she has attained in his or her assigned classification.

- B. Division A of this section shall not be applied to the non-bargaining unit positions of substitute custodian and seasonal mowing and snow removal. Unless prohibited by the Fair Labor Standards Act or other federal or state law, bargaining unit members may be hired in the substitute custodial or seasonal mowing and snow removal positions at the salary and under the conditions established by the Board of Education. Hours worked by bargaining unit members in those non-bargaining unit positions do not entitle the employee to additional benefits.

1702 Secretaries

1702.01 (A) High School Principal's Secretary:

The normal work year for High School Principal's Secretary shall be calculated to be 220 work days. For vacation information, see Section 701.01. For paid holiday information, see Section 702.02. The High School Principal's Secretary currently employed for the 2009-2010 school year is grandfathered under the current arrangement.

1702.01 (B) High School Assistant Principal's Secretary/Attendance:

The normal work year for the High School Assistant Principal's Secretary/Attendance Secretary is 184 days. The work shall be seven and one-half (7.5) hours per day. For paid holiday information, see Section 702.01.

1702.01 (C) High School Guidance Secretary:

The normal work year for the High School Guidance Secretary is 201 workdays. The workday shall be eight (8) hours per day. For paid holiday information, see Section 702.01.

1702.02 Middle School Secretaries

The normal work year for middle school secretaries shall be calculated to be 211 work days plus 6 holidays or 217 total days. This shall equal 1736 hours (i.e. 217 days times 8 hours per day or 1736 hours).

1702.03 Elementary School Secretaries

The normal work year for elementary school secretaries shall be 201 work days plus 6 holidays or 207 total days. This shall equal 1656 hours (i.e. 207 days times 8 hours per day or 1656).

1702.04 Secretaries per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	13.31	13.58	13.85
1	13.70	13.97	14.25
2	14.09	14.37	14.66
3	14.47	14.76	15.06
4	14.88	15.18	15.48
5	15.29	15.60	15.91
6	15.71	16.02	16.34
7	15.92	16.24	16.57
8	16.49	16.82	17.16
9	16.93	17.27	17.62
10	17.38	17.73	18.08

1703 Teacher Aides

1703.01 Teacher Aides

The normal work year for teacher aides shall be 179 work days. In the event a student attendance day is converted into a professional development day, teacher aides will still work their normal seven (7) hour schedule. During prime time delays and early dismissals, teacher aides will work their full seven (7) hour schedule. Full-time teacher aides shall be paid seven (7) hours per day. For paid holiday information, see Section 702.01.

1703.02 Teacher Aides - per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	10.99	11.21	11.43
1	11.38	11.61	11.84
2	11.77	12.00	12.25
3	12.14	12.38	12.63
4	12.52	12.77	13.02
5	12.92	13.18	13.45
6	13.32	13.59	13.86
7	13.70	13.97	14.25
8	14.13	14.41	14.70
9	14.53	14.82	15.10
10	14.96	15.26	15.57

1704 Reserved

1705 Drivers

1705.01 Drivers

The hours and work year for bus drivers are set forth in Article 1000, Transportation.

1705.02 Single Route and Double Route Rate – per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	16.08	16.40	16.73
1	16.51	16.84	17.18
2	16.89	17.23	17.57
3	17.32	17.67	18.02
4	17.72	18.07	18.43
5	18.17	18.53	18.90
6	18.55	18.93	19.30
7	19.01	19.39	19.78
8	19.52	19.91	20.31
9	19.92	20.32	20.73
10	20.40	20.81	21.22

Seasonal Employment

The Board may hire on a temporary basis seasonal employees for temporary jobs (i.e., mowing, snow removal, landscaping, etc.). No later than April 30 of each school year, the Director of Building and Grounds/Superintendent Designee shall post a list of seasonal positions that may be available during the upcoming school year. The posting will include responsibilities/duties for each seasonal position. The Director of Building and Grounds/Superintendent Designee will determine the work available on an as-needed basis.

Copies of the list will be posted in appropriate locations throughout the District (i.e., buildings, administrative office, bus garage, etc.).

Current bargaining unit members who wish to be considered for such positions, if and when such work is available, will notify the Director of Building and Grounds/Superintendent Designee in writing by June 1. Bargaining unit members who submit a letter of interest after June 1 may be considered on an as-needed basis; however, placement on the list of persons interested in seasonal work cannot be guaranteed for those who submit a letter of interest after June 1. The letter of interest shall be considered valid from July 1 to June 30 of the following year, unless the member notifies the Director of Building and Grounds/Superintendent Designee that he/she is no longer interested or available.

When a current bargaining unit member accepts seasonal work, he/she will be paid at the seasonal rate for such work. Every effort will be made to ensure that members who accept seasonal work will not exceed a forty (40) hour work week. It is not the intent of this provision to encourage members to obtain overtime pay for seasonal work.

For the 2010-2011 school year, the Director of Building and Grounds/Superintendent Designee will develop a list of seasonal jobs that may be available between the date of contract ratification through June 30, 2011. The Director/Designee shall compile this list as soon as possible after ratification of the agreement. Members should notify the Director of Building and Grounds/Superintendent Designee in writing as soon as possible if interested in consideration for the summer months and/or the 2010-2011 school year.

1705.04 Extra Trips

Drivers shall be compensated for extra trips, driving and waiting time, at the following rates:

Minimum Wage – Dead Head/Waiting Time

\$11.00 Per Hour – Driving Time

1706 Bus Mechanics

1706.01 Work Year For Full-Time Mechanic

The normal work year for full-time bus mechanics shall be 52 weeks at 40 hours per week or 2080 hours (i.e. 52 weeks times 40 hours per week or 2080 hours). In the normal work year for bus mechanics, the mechanics shall receive the seven (7) paid holidays as set forth in section 702.02 of this Agreement.

1706.02 Full-Time Bus Mechanics – per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	21.81	22.24	22.69
1	22.18	22.62	23.07
2	22.62	23.08	23.54
3	23.00	23.46	23.93
4	23.38	23.85	24.32
5	23.78	24.25	24.74
6	24.21	24.69	25.18
7	24.63	25.13	25.63
8	25.02	25.52	26.03
9	25.47	25.98	26.50
10	25.92	26.44	26.97

1707 Custodians

1707.01 Full-Time Custodians

The normal work year for custodians shall be fifty-two (52) weeks at forty (40) hours per week for a total of 2080 hours standard time (i.e. 52 weeks times 40 hours per week or 2080 hours).

In addition, full-time custodians shall receive during the thirty-six (36) weeks of the normal school year an additional seven (7) hours of work per week or 252 hours. The rate of compensation to be received for these regularly scheduled hours in addition to the forty (40) hour work week shall be determined by the overtime provisions of this Agreement. The additional hours shall equal thirty-six (36) weeks times seven (7) hours per week or 252 hours. This provision for additional hours shall not apply to individuals hired after January 1, 1993.

Custodians who work the second shift will receive an additional \$.15 per hour for all hours actually worked on second shift.

1707.02 Part-Time Custodians

The normal work year for part-time custodians shall be fifty-two (52) weeks at four (4) hours per day or 1040 hours per year (i.e. 52 weeks times 20 hours per week or 1040 hours) or other schedule as assigned.

1707.03 Custodians – per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	13.77	14.05	14.33
1	14.10	14.38	14.67
2	14.37	14.66	14.95
3	14.76	15.05	15.36
4	15.09	15.35	15.70
5	15.43	15.74	16.06
6	15.84	16.16	16.48
7	16.23	16.55	16.88
8	16.57	16.90	17.23
9	16.94	17.28	17.63
10	17.37	17.72	18.07

1707.04 Supplement For Elementary Middle School And High School Head Custodians

In addition to the compensation received pursuant to this section, the middle school and high school head and the elementary building custodians shall receive a supplemental payment of \$400 per year.

1708 Cafeteria Workers

1708.01 Work Year For Full-Time Cafeteria Workers

The normal work year for full-time cafeteria workers shall be 179 work days plus two (2) preparation days and one-half clean up days. The work day shall be seven (7) hours per day. During prime time delays, full-time cafeteria workers will work their full seven (7) hour schedule. For paid holiday information, see Section 702.01.

1708.02 Part-Time Cafeteria Workers

The normal work year for part-time school cafeteria workers shall be 179 work days plus six holidays. The work day shall be four (4) hours per day. For paid holiday information, see Section 702.01.

1708.03 Cook – per hour

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	10.99	11.21	11.43
1	11.38	11.61	11.84
2	11.77	12.00	12.25
3	12.14	12.38	12.63
4	12.52	12.77	13.02
5	12.92	13.18	13.45
6	13.28	13.55	13.82
7	13.70	13.97	14.25
8	14.13	14.41	14.70
9	14.53	14.82	15.11
10	14.96	15.26	15.57

1708.04 Cashier:

<u>EXPERIENCE</u>	7/1/2014	7/1/2015	7/1/2016
0	9.08	9.26	9.45
1	9.23	9.42	9.60
2	9.42	9.60	9.80
3	9.57	9.76	9.95
4	9.72	9.92	10.11

1708.05 Head Cook

In addition to the rates of pay set forth in this section, the individuals assigned as head cook shall be paid an additional \$400 per year for assignment as head cook.

1709 Longevity

Bargaining unit members who become eligible for longevity pay during their contract year shall begin receiving the increase in the first full pay period at the beginning of their qualifying year.. The longevity benefit is \$125.00 at the beginning of ten (10) years of service, \$300.00 at the beginning of fifteen (15) years of service and \$500.00 at the beginning of twenty (20) years of service. Longevity bonuses will be paid in the regular payroll check during the first pay period in December each year.

ARTICLE 1800 - DISCIPLINE AND DISCHARGE

1801 Reasons For Discipline And/Or Discharge

Employees may be disciplined or discharged for just cause. Discipline may include reprimands, suspension without pay, demotion in rank and/or other appropriate disciplinary action. Discipline or discharge may be for neglect of duty, discourteous treatment of the public, failure of good behavior, incompetency, dishonesty, inefficiency, insubordination, and/or other appropriate reasons for discipline.

1802 Progressive Discipline

The Employer agrees that the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline does not preclude immediate disciplinary action in cases of serious and/or overt actions which may include advanced discipline including removal. Progressive discipline shall include counseling, reprimands, suspensions without pay, reductions in pay and/or position and removal. In some instances, more than one form of discipline may be appropriate.

1803 Pre-disciplinary Procedure

Prior to any determination regarding removal or disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the specific charges and the specific basis of those charges. The purpose of this procedure is to insure that the employee has an opportunity to respond to the

charges. The pre-disciplinary conference shall be conducted by the Superintendent or his designee. This conference shall be scheduled no earlier than 24 hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee will be notified of the alleged offense or charges to be discussed. When the nature of the offense is such that immediate disciplinary action is required, the Board is not prohibited by the terms of this provision from taking immediate disciplinary action although such conference will not be waived. The Board and employee may produce witnesses at the pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

At the conference or in writing, the employee and his/her representative shall have a right to rebut the charges before an appropriate administrator other than the administrator proposing the discipline. However, failure to present rebuttal testimony or other evidence at a pre-disciplinary conference shall not be used against the employee.

After the pre-disciplinary conference, the employee shall be notified in writing of the recommendation of the officer, disciplinary action, and any other administration determination. The notice shall include the charges and the effective date of the disciplinary action, if any, and such notice will be presented no later than seven (7) days after the pre-disciplinary conference.

1804 Appeal of Discipline

An employee may appeal any time-off disciplinary action or discharge in writing through the grievance procedure, set forth in the agreement, and such grievance may be submitted directly to Level 2 within seven (7) days of receipt of notice of discipline.

1805 Suspensions

Any suspensions shall be for a specific number of days on which the employee would be scheduled to work. Holidays occurring during a period of suspension that an employee would not be scheduled to work shall be counted as work days for the purpose of suspension only.

ARTICLE 1900 - SENIORITY

1901 Seniority List

A seniority list will be prepared showing each employee's date of hire, first day worked, amount of seniority and current classification.

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

The Superintendent will furnish RVEA by October 15th each year a seniority list of all employees showing each employee in the bargaining unit, seniority date, and present assignment.

1902 Calculation Of Seniority

Seniority begins with the date of hire by the Board of Education. Seniority will be based on one (1) year of seniority credit for each year of employment, except that seniority will not accrue during an unpaid leave of absence. No seniority credit will be given for a year in which an employee was not in paid status at least one hundred and twenty (120) days.

1903 Tie-Breakers

In the event of equal seniority, the tiebreaking procedures, in order of priority, are:

1. First day worked in a bargaining unit position.
2. Date of Board action.
3. Date of contract signature.
4. Previous interrupted service in the School District.
5. Flip of coin in presence of RVEA Representative.

1904 Reserved

1905 Reserved

1906 Loss Of Seniority

Seniority shall be lost when an employee retires or resign; is employed in a full-time, non-bargaining unit position; is discharged or otherwise leaves the employment of the Employer.

ARTICLE 2000 - RETIREMENT AND SEVERANCE

2001 Conversion of Sick Leave

A River Valley Local School District bargaining unit member covered by this Agreement who elects to retire from active service is to be paid for one-quarter of the value of his or her accrued but unused sick leave credit. The maximum accrued but unused sick leave to be used for this payment will be one hundred eighty-eight (188) days. The maximum conversion amount will be one-fourth (1/4) of 188 days or 47 days.

2002 Request and Payment

Payment will be made upon written request by the employee to the Treasurer. Payment shall be based upon the salary of the bargaining unit member at the time of retirement and will be made within sixty (60) days after verification of the first payment from the School Employee's Retirement System.

2003 Single Conversion

Payment for sick leave on the basis shall be paid only once to a bargaining unit member. The conversion shall be considered to eliminate all sick leave credit accumulated by the bargaining unit member.

2004 Reserved

2005 Severance Pay

Severance pay shall be made only once to any bargaining unit member.

2006 Severance Payment For Deceased Employee

If an employee dies after retiring in accordance with these provisions, but prior to submission of eligibility evidence, the severance pay shall be paid to the employee's estate.

ARTICLE 2100 - PARENTAL COMPLAINTS

2101 Purpose

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible environment for the students. However, complaints and misunderstandings are inevitable.

2102 Informal Resolution

It is deemed most desirable that initial attempts to settle complaints against employees should be made informally through personal, private conferences at the school level among employee, parent, immediate supervisor and other appropriate staff personnel.

2103 Employee Informed Of Complaint

The Supervisor or Superintendent shall inform an employee if a complaint has been received. If necessary, the Supervisor or Superintendent will review the complaint with the employee. The employee may have a Union representative present at the meeting with the Supervisor or Superintendent. If a written report results from a complaint finding the employee at fault, a copy of the report will be given to the employee. If the complaint report becomes a part of the employee's personnel record, the employee may attach a response to the report.

2104 Board Review of Complaints

If a complaint goes beyond the administrative level, the employee shall have the right to a Union representative at any Board presentation.

ARTICLE 2200 - PERSONNEL INFORMATION

2201 Official File

An official personnel file shall be maintained for bargaining unit members in the office of the Superintendent. This file does not preclude the maintenance of separate investigatory files maintained in the Superintendent's office or files maintained by Supervisors. Notes or documentation regarding employee performance may be retained in supervisory files for two (2) years or until the employee's next evaluation, whichever occurs first. Payroll information shall also be considered a portion of the official file.

All entries made in the official file of an evaluation or disciplinary nature shall be dated and a copy of said entry will be provided to the employee at the time the entry is made.

An employee shall have the right to respond to any entry and shall have his/her response attached to the original entry.

2202 Access To Personnel Information

Access to the personnel information shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the Superintendent/Designees. Access shall be provided within a reasonable time, (within forty-eight (48) hours unless not practical) after submission of the request. The review of the file shall be in the presence of the Superintendent/Designee. Neither the file nor any part thereof shall be removed from the Superintendent's office.

ARTICLE 2300 - PAYROLL PROCEDURES

2301 Pay Periods And Distribution of Paychecks

Wages will be paid on the basis of twenty-four (24) equal installments paid on the 10th and the 25th of each month. This will be effective beginning school year 2015-2016.

If a payday falls on a day schools are scheduled to be closed (i.e. holiday or weekend) checks will be electronically deposited the prior business day.

For those employees receiving longevity, the longevity shall be included in the first paycheck in December. All paychecks shall be directly deposited into the bank account provided to the Treasurer's office by the employee. If the employee changes bank accounts, he/she must immediately notify the Treasurer's office to avoid misdirection of the employee's paycheck. All paystubs will be delivered electronically. During summer months those employees requiring hard copies of their paychecks must provide self-addressed stamped envelopes to the Treasurer's office.

2302 Deductions

The Board agrees to deduct, according to procedures established by the Treasurer, voluntary deductions requested by the employee for credit union, annuities, cancer aid, and United Way.

ARTICLE 2400 - CONFORMITY TO LAW/SEVERABILITY

2401 Subject to Law

This Agreement shall be subject to and subordinate to any present and future federal, state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

2402 Surviving Provisions

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

2403 Severance And Discussions

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the remainder of the Agreement and all such other remaining parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, within sixty (60) days enter into discussions relative to the particular provisions deemed invalid or unenforceable.

2404 Entire Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

2405 Opportunity To Negotiate

The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right to an opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2406 Waiver of Negotiations

Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 2500 - TUITION

Bargaining unit employees shall be reimbursed for tuition fees paid to any accredited institution of higher learning (college, university or technical school) or any program accredited by the State of Ohio and/or the Ohio Department of Education leading to licensure or certification. Exceptions to the above are subject to the Superintendent's approval.

Reimbursement will be approved upon receipt of notice that courses have been completed and passed. The Board will make a tuition fund of five thousand (\$5,000.00) available each year.

If the number of requests for tuition reimbursement exceeds the five thousand dollar (\$5,000.00) tuition fund, the amount per semester hour or quarter hour will be prorated for payment.

Payment will be made on the basis of one hundred dollars (\$100.00) per semester hour or fifty dollars (\$50.00) per quarter hour. The maximum number of hours for which reimbursement will be given to any bargaining unit member is ten (10) quarter hours or five (5) semester hours. All courses taken and completed between September 1 and August 31 of each year will be considered eligible for payment by the following December 1.

Reimbursement for classes not figured by semester or quarter hours will be reimbursed up to one half (1/2) the cost of the class not to exceed the \$500.00 maximum available per year.

Transcripts and/or final grades must be submitted to the Treasurer of the Association by November 1 to be eligible for reimbursement. Tabulated credit hours will be submitted to the Treasurer of the Board for confirmation by November 10 and payment by December 1. When final grades are submitted in lieu of an official transcript, reimbursement will not be made until the official transcript is submitted to the Board Treasurer.

Reimbursement will be made under the following conditions:

1. Courses taken must relate to the employee's current position or to advancement within River Valley Local Schools.
2. Courses taken which do not relate to the employee's current position must receive prior approval from the Superintendent.
3. No employee may receive reimbursement of more than five hundred dollars (\$500.00) per year.
4. The course work must have been begun and completed while the employee was a bargaining unit member and the employee must remain a bargaining unit member at the time payment is made.

ARTICLE 2600 - HOURS OF WORK AND OVERTIME

2601 Definition of Normal Hours of Workday/Workweek

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Unless otherwise provided for in this agreement, the Board may restructure the normal workday or workweek as necessary to promote efficiency, improve services or establish employee work

schedules. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and shall not be construed as a guarantee of hours of work per day or per week.

The building principal shall consult the Buildings and Grounds Director/Superintendent's designee, as well as the head custodian, in establishing a flex schedule which temporarily alters a custodian's normal workday/workweek as deemed necessary by the building principal. Nothing in this section restricts the Board's right to establish the normal workday or workweek for custodians.

2602 Overtime

Bargaining unit employees who are not exempt from the provisions of the FLSA will be paid one-and-one-half (1½) times their normal hourly rate for all hours actually worked in excess of forty (40) hours in a weekly work period. The work week used to calculate overtime begins at 12:00 AM Sunday and ends at 11:59 PM Saturday. Overtime must be approved by the employee's immediate supervisor prior to the employee actually working.

Only hours actually worked are counted for the purpose of computing an employee's eligibility for overtime pay. There shall be no pyramiding of hours or pay.

2603 Break/Meal Period

Bargaining unit employees who are regularly scheduled to work eight (8) consecutive hours per day may take one paid fifteen (15) minute break during the middle of each four (4) hour half day and have one thirty (30) minute paid meal period.

2604 Overtime Evening and Weekend Hours

To meet the need for service to our students and the community, evening and weekend hours may be required of any bargaining unit employee. The Board will establish the standard work day and starting and ending times. Supervisors will establish daily work schedules.

Overtime opportunities will be offered by seniority in the building and appropriate classification in which the work is to be performed. If the employees in the building and classification decline the overtime opportunity, the employees within the classification will be offered the overtime opportunity in order of seniority. Inability to contact an employee will be considered a refusal. If all other employees in the classification refuse the overtime, the least senior person will be required to work. Overtime will be equalized within each classification as much as possible.

2605 Call-In Time

Employees who are called in to work at a time not contiguous to the beginning or end of the shift will receive one (1) hour of compensation at the appropriate rate of pay for call-in time worked under one (1) hour and the appropriate rate of pay for all call-in time worked over one (1) hour.

ARTICLE 2700 - EDUCATIONAL AIDES

2701 Recess Outdoors

When the elementary school children have recess outdoors, any assigned Educational Aide shall also be outdoors.

2702 Ratio

The approximate ratio of adults to children will be one adult for each 75 children.

2703 Decision Who Goes Outdoors

Educational Aides assigned to lunch and recess will decide who goes outdoors for each 30 minute recess period.

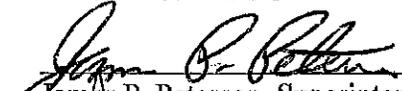
ARTICLE 2800 - DURATION AND EXECUTION

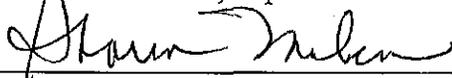
This Agreement shall continue in full force and effect July 1, 2014 until June 30, 2017.

Pay schedules will be effective July 1, 2014.

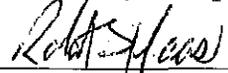
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year disclosed below.

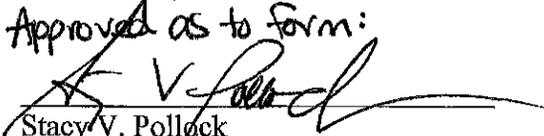
RIVER VALLEY LOCAL
BOARD OF EDUCATION


James P. Peterson, Superintendent


Sharon D. Malcom, Treasurer


Sandy Richards, Principal


Robert Haas, RV BOE

Approved as to form:

Stacy V. Pollock
Labor Counsel

10-6-14
DATE

RIVER VALLEY EMPLOYEES
ASSOCIATION


Rebecca Price, President RVEA


Norma Friar


James McIntire


Valerie Baer


Sara Baker
OEA Labor Relations Consultant

DATE

APPENDIX A

GRIEVANCE REPORT LEVEL TWO – SUPERVISOR

- Distribution of Grievance:
- 1) Superintendent
 - 2) Supervisor
 - 3) Association President
 - 4) Grievant

Grievance # _____

(Date)

(Building)

(Assignment)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance and provision(s) of contract allegedly violated: _____

2. Relief Sought

(Signature)

(Date)

Disposition of Principal/Immediate Supervisor _____

(Signature)

(Date)

GRIEVANCE REPORT LEVEL THREE – SUPERINTENDENT

Grievance # _____

In regard to GRIEVANCE LEVEL TWO

A. Position of Grievant _____

(Signature) (Date)

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

(Signature) (Date)

GRIEVANCE REPORT LEVEL FOUR – BOARD OF EDUCATION

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I AND II (Attached):

A. Position of Grievant _____

(Signature) (Date)

B. Date Received by Board _____

C. Disposition by Board _____

(Signature) (Date)

GRIEVANCE REPORT LEVEL FIVE – REQUEST TO ARBITRATE

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I, II, AND III (Attached): request is hereby made for a hearing before an arbitrator as provided in Level Five of the grievance procedure.

(Signature of _____ (Date)
Association President/Designee)

Received by Superintendent or his/her Designated Representative:

(Signature) _____ (Date)

APPENDIX B

SCHEDULE OF MEDICAL BENEFITS



River Valley Local School District
Summary of Medical Benefits
Benefit Plan 001

	PPO	Non-PPO
DEDUCTIBLE		
Individual	\$250	\$300
Family	\$500	\$600
OUT OF POCKET MAXIMUM		
Individual	\$1,000	\$2,000
Family	\$2,000	\$4,000
SERVICE		
Most Inpatient & Outpatient Services	80% Subject to Deductible	50% Subject to Deductible
Outpatient Surgical Procedures	80% Subject to Deductible	50% Subject to Deductible
Emergency Room Services	\$100 copay 80% Subject to Deductible	\$100 copay 80% Subject to Deductible
Non-Emergent Use of Emergency Room	Not Covered	Not Covered
Urgent Care	\$25 Copay	50% Not Subject to Deductible
Physician Office Visit	\$20 copay	50% Subject to Deductible
Chiropractic Care Office Visit and X-Rays \$250 annual maximum	80% Not Subject to Deductible	50% Subject to Deductible
Home Health Services Calendar Year Maximums apply toward each other	80% Subject to Deductible 100 Visits	50% Subject to Deductible 60 Visits
Routine Exam,	\$20 Copay	50% Subject to Deductible Only ages 0-9
Immunizations (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible Only ages 0-9
Mammogram	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible
Prostate Exam Age 40 and over	\$20 Copay	Not Covered
Preventative Pap Test and Pathology	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible
Preventive PSA Lab and Pathology (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	Not Covered
Preventive Lab; Lipid Profile; Hemocult Test; Lab; Testing; X-Ray; Hearing Test (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	Not Covered
Diagnostic Lab, X-Ray, Testing, PET, CAT, MRI	80% Subject to Deductible	50% Subject to Deductible
PET Scan, CAT Scan, MRI	80% Subject to Deductible	50% Subject to Deductible
Mental Health Care – Inpatient and Outpatient Day Treatment; Physician Visits	80% Subject to Deductible	50% Subject to Deductible
Substance Abuse Care – Inpatient and Outpatient Day Treatment; Physician Visit	80% Subject to Deductible	50% Subject to Deductible
Occupational Therapy 20 annual visits, Physical Therapy 20 annual visits, Speech Therapy 20 annual visits	\$20 Copay	50% Subject to Deductible