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MASTER AGREEMENT

BETWEEN

**Grand Valley School Support
Personnel OEA/NEA**

AND

**Grand Valley Local School
District**

July 1, 2015 – June 30, 2018

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ARTICLE 1 - RECOGNITION

1.0 Bargaining Agent

The Grand Valley Local Board of Education (hereinafter the "Board") recognizes the Grand Valley School Support Personnel Association/OEA/NEA (hereinafter the "Association") as the exclusive representative of the bargaining unit as defined in Section 1.1 of this Article for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

1.1 Bargaining Unit Members

The bargaining unit shall consist of all regular non-professional non-teaching employees employed in the following classifications and any new such classifications not excluded below:

Building Secretaries	Food Service (Head Cook and Cooks)
Bus Drivers	Maintenance/Maintenance/Controls
Bus Mechanic	& Technology
Aides	
Custodians	
Educational Aides/Paraprofessionals	

Unless otherwise indicated use of the term employee or bargaining unit member when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A. Full-time: A bargaining unit member who is regularly scheduled to work at least twenty five (25) hours per week and all full time bus drivers and transportation aides (having an a.m. and p.m. route)..
- B. Part-time: A bargaining unit member who is regularly scheduled to work less than twenty five (25) hours per week.
- C. Temporary: An employee who is employed to replace a bargaining unit member on leave of absence of a fixed duration of a calendar year or longer. Upon return of the bargaining unit member from leave of absence, the employment of the temporary employee shall automatically terminate. Temporary employees shall not accrue seniority unless the employee is subsequently employed in a bargaining unit position without a break in service. In such case, seniority shall accrue from the first day worked as a temporary employee.

- D. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of ninety (90) working days. No employee may be dismissed without just cause.

If job classification for regular non-professional non-teaching employees other than those listed above are established after the date of this Agreement and by reason of the nature of the position are not excluded from the bargaining unit as set forth in Section 1.2 then, in that event, upon request, the Board shall meet with the Association to discuss whether such classification(s) should be added to the existing bargaining unit. If the parties are unable to agree, the matter shall be referred to the State Employment Relations Board.

1.2 Excluded from Bargaining Unit

The bargaining unit shall not include the Administrative Secretary to the Superintendent, Assistant Treasurer, EMIS Student Services Coordinator or Professional, Confidential and Management Level employees and Supervisors, all as defined in O.R.C Chapter 4117.

- 1.3 All employees of the bargaining unit as described herein are entitled to all its benefits and privileges of this contract unless otherwise specified.

ARTICLE 2 - BARGAINING PROCEDURE

2.0 Definitions

Days - All days referred to herein shall be calendar days.

Negotiations mean conferring and exchanging thoughts and ideas by the Association through its designated representatives and the Board through its designated representatives for the purpose of reaching tentative agreement.

Tentative Agreement means that as subject(s) of negotiations between the parties are agreed to, said agreement shall be reduced to writing and initialed by the designated representative of each team. Such initialing shall not be construed as final agreement between the representatives until all items have been so initialed. Initialed items of agreement shall not be submitted as unresolved issues at any impasse or dispute settlement procedure(s).

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

Scope shall mean all matters pertaining to wages, fringe benefits, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.1 Notice of Intent to Open Bargaining

No later than ninety (90) days before the expiration date of any Agreement, either party shall open negotiations by notifying, in writing, the other party and SERB, that it is calling for the opening of negotiations. The official representatives of each party shall establish a date, time, and place for the first session.

The first session between the parties will be held within fifteen (15) calendar days or unless an extension is agreed to by the parties. All negotiations sessions shall be held in executive or private session.

At the first session, each party shall submit complete written proposals. No new item shall be submitted by either party after the opening session, except by mutual consent.

2.2 Negotiating Teams

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members each. Neither party, in any negotiation, shall have any control over the selection of the negotiation or bargaining representatives of the other party. Bargaining sessions will be jointly scheduled. Any team member who would normally be working during a bargaining session shall be released without loss of pay and without using any designated leave.

The final agreement shall be ratified by both parties. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between these teams.

2.3 Exchange of Information

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

2.4 Consultants

In addition to the negotiating teams, each team shall be authorized to admit no more than two (2) consultants to negotiating meetings. Consultants may

interchange with members of the team as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time.

The intended use of such consultants shall be notified to the Board or Association prior to all negotiation meetings.

2.5 Progress Reports

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

The Association retains the right to issue general reports to its membership on the progress of negotiations.

The Board retains the right to issue general reports to its fellow members on the progress of negotiations.

2.6 Agreement

When tentative agreement is reached on all items being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification, and then to the Board at its next regular or special Board meeting for adoption.

There shall be two (2) signed copies of any final contract, one (1) copy shall be retained by the Board; one (1) by the Association. The Association shall compile and type the contract. Each employee shall be provided with a copy of the contract.

The Association shall provide to the Board ten (10) extra copies of the contract. Costs of the approved contract shall be at the expense of the Board.

All negotiated benefits shall be implemented by all parties concerned and shall become effective on those dates which are reflected in the Agreement reached by the negotiating teams.

The Agreement reached between the Board and the Association shall constitute the complete understanding between the two parties. Any rules, regulations or practices of the Board which, in the opinion of the Association, are inconsistent with or contradictory to the language of the Agreement shall be subject to the grievance procedures, but shall not be subject to arbitration hereunder, except as the application of any such rule, regulation or practice in a particular case may be alleged to constitute an actual violation of the specific term of this Agreement.

2.7 Dispute Settlement Procedure

If agreement on a successor contract is not reached thirty (30) days prior to the expiration of the contract, both parties shall notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to Mediation and requesting a mediator to assist in negotiations, unless the parties otherwise agreed to extend negotiations. The first mediation session shall begin ten (10) days after notification of FMCS and the appointment of a mediator unless the parties agree to mutually extend the date. The parties shall continue mediation until the expiration of this agreement. Upon mutual agreement the parties may extend mediation in an attempt to resolve issues.

The parties agree that the aforementioned mediation process will constitute their dispute settlement procedure, which shall replace and supersede the dispute settlement procedures contained in Ohio Revised Code 4117.14. The Board acknowledges that the Association retains the right to exercise its prerogative to strike under Section 4117.14(D) (2) O.R.C after expiration of the contract.

During and subsequent to submission of the ten (10) days' notice, mediation or negotiations may be utilized by either party to resolve their dispute.

2.8 Ratification

- A. Preparing Issues for Presentation to the Association and the Board for Approval - When agreement has been reached on all issues, the Agreement shall be reduced to writing, be signed by the members of the bargaining teams, and presented to the Association within ten (10) calendar days of the final session for its approval or disapproval.
- B. Once the issues have been approved by the Association they shall be submitted to the Board for approval at its next regular or special Board meeting. The Board shall approve or disapprove the Agreement within fourteen (14) days of submission.
- C. When approved by both parties, the Agreement shall be signed by the President of the Association and the President of the Board and a properly executed copy shall be sent to SERB within thirty (30) days.

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

ARTICLE 3 – CONSISTENCY WITH LAW

The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or non-appealable judgment, finds that any provision of this Agreement is in conflict with, and does not supersede, any provision of law, the parties shall meet within thirty (30) days to negotiate those provisions.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.0 Definitions

For the purpose of the Agreement, the term "grievance" shall mean a claim by an employee or bargaining agent that there has been a violation, misinterpretation, or misapplication of Board rules or regulations, policy or this Master Agreement.

"Grievance Procedure" is a method by which a person qualified for membership in the Association or the bargaining agent can process a complaint, problem, claim, or dispute without fear of reprisal.

"Aggrieved Party" is an employee(s) qualified for membership in the Association or the Association on behalf of employee(s) having a grievance.

"Parties of Interest" shall be the building principal or supervisor and/or the party directly involved in a given level of procedure.

"Days" shall be interpreted to mean "school days" excluding weekends and holidays.

"Representative" - Any person(s) chosen by an aggrieved party to assist and/or act on behalf of the aggrieved party.

"Complaint" - Is any matter of dissatisfaction of a Board policy and administrative rules and regulations by administrator(s), or supervisor(s) with any aspect of his/her employment which does not involve any grievance as above defined. A complaint may be processed through the application following the preceding Step 1-3 of the Grievance Procedure.

4.1 Procedure

The purpose of this procedure is to secure at the lowest level possible equitable solutions to grievances.

Step 1

An employee having a grievance may take it up orally with his/her supervisor within twenty (20) days after the employee knows or should have known of the event giving rise to the grievance. The employee shall notify the supervisor that he/she is initiating the grievance process.

Should the matter not be resolved to the satisfaction of the employee and/or the Association, a formal grievance shall be filed, pursuant to Step 2, within five (5) days of the meeting with the supervisor. In the event that the Supervisor is also the Superintendent or if the grievance clearly arises from the action(s) of an authority higher than a Supervisor, the grievance may be submitted at step 2 described below.

Step 2

If the grievance has not been resolved at Step 1 of this procedure, the grievance form shall be signed by the representative of the Association and shall then be filed with the Superintendent or his designee. If a grievance is not filed, in writing, to the Superintendent or his designee within twenty-five (25) working days of the act or occurrence giving rise thereto, it shall be waived. The Superintendent or his designee, the grievant and the representative of the Association shall meet within three (3) working days after submission of the written grievance. The Superintendent may arrange for the attendance of up to two (2) Board members at this meeting. The Superintendent shall provide a written disposition of the grievance within five (5) work days of the meeting.

Step 3

If, after receiving the answer at Level Two the employee remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level 2. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator. If the mediation process is not successful or is not initiated and the employee remains aggrieved, the employee may proceed to Level Four.

Step 4

If the grievance is not satisfactorily resolved in Step 3 or Step 3 is not utilized, the employee shall have the right to appeal the dispute to an impartial Arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the receipt of the Board's written answer or the expiration of the time limit at Step III. In the event of such appeal, a list of Arbitrators shall be requested. The arbitrator shall be selected from a list of seven (7) names submitted by the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration

Association, provided however, that if no arbitrator is mutually selected from the first list, the parties shall obtain up to three additional lists [a total of four (4)] from which to select the arbitrator. If the arbitrator is not mutually selected after submission of the fourth list to AAA, the arbitrator shall be selected from a list of three names submitted by the AAA.

4.2 Powers of the Arbitrator

It shall be the function of the Arbitrator and he/she shall be empowered, as defined and subject to the limits set forth below:

- A. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The Arbitrator shall have no power to establish or change any salary or salary schedule.
- C. The Arbitrator shall have no power to determine any grievance which does not involve an alleged violation of the terms of this Agreement. Any appeal which is determined to be beyond the Arbitrator's power shall be referred back to the parties.
- D. The Arbitrator shall have the power to determine whether discipline was justified in a particular case; i.e., whether or not the misconduct or performance efficiency in fact occurred; but shall not have the power to modify the penalty imposed if the discipline is found to have been justified.
- E. The decision of the Arbitrator shall be final and binding upon all parties.
- F. The costs of the Arbitrator and the expense of the hearing room shall be paid by the losing party. As part of the award, the arbitrator shall designate the losing party. The arbitrator shall have no power to split the award of costs and fees.

4.3 Miscellaneous

The number of days indicated at each step is considered optimum. The time limits specified however, may be extended by written agreement of the parties.

Failure of the Administration to notify the aggrieved of a decision it has made on a grievance, at any level, will permit the grievance to proceed to the next step.

All notices of hearing and dispositions of grievances shall be mailed by Registered Mail, with return receipt requested with the date of mailing or postmark and date of receipt thereon, or delivered in person and a signed receipt required.

In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible.

All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

All written reports prepared for the purpose of complying with these procedures, by any Party in Interest, shall be made on the Exhibit A Grievance Form.

All grievances to be advanced to Step 4 (arbitration) shall be submitted to the bargaining agent, and no grievance may be advanced to Step 4 (arbitration) without the consent of the bargaining agent grievance committee.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.0 The Board and Association respect the right of employees to become or not become active members in the Association and to participate or not participate in Association activities.
- 5.1 The Association shall have the following rights:
 - A. The School District will make available facilities of the School District for meeting purposes to the GVSSP. No fees will be charged for such use unless custodial overtime is incurred as part of the facility use. Association meetings shall not interfere with the performance of the duties of employees. The Association shall follow the appropriate procedures for building utilization, including completion and filing of the necessary forms.
 - B. Representatives of the Association may visit all buildings, in accordance with building procedures, to meet with employees during lunch time, breaks and/or non-work hours.
 - C. The Association shall be entitled to:
 - 1. The use of existing bulletin boards in a space provided for the Association for staff information;
 - 2. Brief announcements at employee meetings upon approval of the supervisor;
 - 3. The agenda of Board meetings and minutes of each Board of Education official meeting on the day such documents are sent to the

Board. Agendas shall include all non-confidential materials applicable to the bargaining unit distributed to Board members (e.g., financial information, etc.);

4. A timely list/updates of all employees' names and assignments as available and upon reasonable request;
5. Distribution of bulletins to employees by use of assigned mailboxes; and
6. Attendance at the Opening Day Meeting

All employees will be invited to attend the opening day meeting. Employees scheduled to work will attend the opening day meeting and perform any other activities designated by the supervisor. Opening day shall be an unpaid day for all employees not scheduled to work.

7. Access to photocopier with a five-cent charge per copy.

D. Representation

1. A member of the bargaining unit may, on request, be accompanied by an Association representative at any investigatory interview when the bargaining unit member has a reasonable objective belief that the interview may lead to a written reprimand or serious disciplinary action.
2. A member of the bargaining unit may, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered. Further, before any serious disciplinary action is put into effect, the bargaining unit member will be given notice of the charge, a summary of the evidence against him, and an opportunity to respond.
3. "Serious disciplinary action" is defined as any disciplinary action resulting in loss of pay or position (e.g., suspension without pay or discharge).

E. A copy of the negotiated Agreement will be made available upon request at the Central office on paper (8 ½" by 11" format) and/or electronically.

F. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Grand Valley School Support Personnel Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment.

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for which all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. Annually, the Association shall give to the Board in a timely fashion at the same time it is given to fair share fee payers, a copy of the internal procedure and all other materials required by law to be given to the fair-share fee payers. If the procedure or other materials given to fair-share fee payers are found to be inadequate by a court, then the Board's obligation to deduct fair-share fees shall be suspended until and unless the procedures and/or information are brought into compliance with applicable legal requirements. The Association retains the right to collect such fair-share fee in accordance with paragraph 8, below.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

8. Non-member Rights

A non-member in the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

G. Information/Notices

Except in unforeseen circumstances, notices of department meetings and in-service workshops shall be mailed or hand-delivered to each employee who is required to attend at least five (5) working days in advance of said meeting or in-service.

- H. In the event a bargaining unit member misses a fair share fee or dues payment, said missing deduction(s) shall be deducted equally over the remaining scheduled payroll deductions.

ARTICLE 6 - SALARY REGULATIONS

- 6.0 Effective November 1, 2015, all employees shall receive their pay through direct deposit with electronic pay verification through email. Arrangements will be made to mail such verification to those who request it. If a payday falls on a holiday, payment will be distributed the last working day prior to the holiday except in cases

where a payday falls on January 1. Employees may have their salary direct deposited to up to three (3) different accounts of the employee's choosing.

6.1 Payroll Deductions

A. Only the following deductions from paychecks shall be made without prior written authorization of the employee:

1. Federal, state, and city income taxes,
2. Retirement,
3. Court ordered deductions, and
4. Fair Share Fee.

B. The following deductions from paychecks shall be made only upon a signed, written authorization:

1. Credit Union
2. Personal Group Insurance
3. Tax Sheltered Annuities including but not limited to 403(b), 457(b) and Roth 403(b) plans. These plans shall allow for hardship withdrawals and loans as allowed by law.
4. United Way of Ashtabula County
5. FCPE
6. Association Dues

All deductions shall be forwarded to the proper recipient on the same day the deduction is made.

Vendors providing 403(b) and 457(b) products will be allowed to provide their services, assuming they can comply with Federal and State law, upon request of five (5) or more employees of the District.

6.2 Association dues deductions shall be made in ten (10) consecutive installments beginning the first pay in October.

6.3 Time Sheets

Employees shall submit time sheets biweekly. Prior to changing any time sheet entry, the Supervisor will notify the affected employee, provided such notice can be given prior to the deadline for submission of time sheets for payroll processing. Any disputes in hours worked shall be subject to the grievance procedure of this Agreement.

ARTICLE 7 - WORKING AGREEMENT

7.0 Chain of Command

Employee concerns or complaints shall be directed through the appropriate chain of command. In each classification, the first step is the immediate supervisor, head teacher, or principal as applicable. If that person does not respond or is unavailable, the next step is the Superintendent. The employees shall not take a concern or complaint to the Board without first following this chain of command. Any grievant shall follow the grievance process.

7.1 Each employee's contract shall contain the following:

- A. Number of hours per day (excluding bus drivers)
- B. Hourly rate of pay
- C. Number of days per year (which may vary depending on position)
- D. Number of holidays paid

Employees on limited contracts shall be notified by the Board no later than April 30 of each year of the Board's intent not to re-employ. If notice of intent not to re-employ is not received prior to the aforementioned date, such employee shall be re-employed for the next appropriate contract period.

7.2 Physical Examinations

Employees who are required, as a condition of employment, to present evidence of good health will be reimbursed for net cost to employee. "Net cost to employee" is defined as charges beyond which the Board is normally reimbursed by the County Board of Education for obtaining such evidence in an amount not to exceed Twenty-five Dollars (\$25.00) per year. Mandatory hearing tests shall be provided for bus drivers without charge to the employee.

7.3 Use of Substitutes

- A. Except as provided below and in emergencies, qualified part-time employees shall be offered the opportunity to replace absent bargaining unit members prior to the Board offering such assignments to non-bargaining unit substitutes.
- B. During the first 60 calendar days of each school year, part-time employees who wish to be offered substitute assignments shall notify the Central Office and identify the classifications for which they believe they are qualified. The determination as to whether an employee is qualified to perform the work of any classification shall be at the sole discretion of the Superintendent.
- C. Unless approved by the Superintendent, employees shall not be eligible for substitute assignments if the number of hours to be assigned plus the

employee's regular work hours exceed eight (8) for any day or forty (40) for any week.

- D. Subject to the overtime limitations set forth in C. above, any time an employee is absent, another employee in the same department on a different shift will be allowed to substitute for the duration of the absence according to a rotating seniority list. This list will be comprised of all employees who sign up prior to October 1 of each year.

7.4 Employees may be required to dispense medications only in strict compliance with Board policy, consistent with State or Federal laws.

7.5 Labor-Management Committee

A Labor-Management Committee shall be established no later than September 15 each school year for the purpose of improving communications between the staff and administration, subject to the following conditions:

- A. The Committee will be comprised of four (4) members designated by the Association, the Superintendent and up to three (3) other administrators designated by the Superintendent. Each team will have the option to rotate members for meetings of the Committee.
- B. Meetings will be held after work hours at least once each semester or at the request of either party at a mutually agreed date and time. Employees that are scheduled to work during the meeting may utilize their break time or flex their schedules to attend the meeting without additional compensation.
- C. Meetings will have no set agenda but either party may inform the other in advance of any issues to be addressed.
- D. A summary of the meeting will be prepared after each meeting for documentation purposes.

7.6 Prior to the ending date of this contract or its extension, the Board will not layoff any employee hired prior to September 1, 2015 in order to subcontract work performed by the bargaining unit.

7.7 The Board and Association will establish a safety committee to discuss and resolve safety and health problems that affect the bargaining unit. The safety committee will be comprised of the Superintendent and up to three (3) administrators designated by him and four (4) Association representatives (one each from secretarial, food service, transportation, and custodial/maintenance).

The Safety Committee will meet in September and February as scheduled by mutual agreement and at the call of either party. Within thirty (30) days of each

meeting the Board will issue to committee members a written summary of actions taken and/or proposed to correct the alleged safety or health problem.

- 7.8 Any time an active bargaining unit member substitutes in another classification, the employee will be paid at Step 0 of the classification in which they substitute.
- 7.9 The Board of Education shall assume all costs for background and fingerprinting of bargaining unit members required by Board policy, State and/or Federal law.
- 7.10 The Board of Education shall annually employ two (2) paraprofessionals in the bargaining unit for seven (7) hours each contractual day. For the term of this collective bargaining agreement the Board shall be required to employ only one (1) paraprofessional.

However, if there is no need for paraprofessional services for a student who is located on the main campus, the Board of Education reserves the right to assign the individual(s) duties from educational aide and other aide responsibilities. When the need arises, the bargaining unit paraprofessional has the right to assume the newly created paraprofessional position.

The Board shall have the right to subcontract paraprofessional positions off campus and on campus in excess of two (2). The Board reserves the right to RIF one (1) of the positions in compliance with the provisions in Article 12. At no time shall a bargaining unit member have the right to bump a subcontracted off campus position.

The Superintendent shall have the right to reassign the individual to other positions within the Aide classification. This transfer will not reduce the individual's hours and/or number of contract days as otherwise specified by this Contract. The assignment shall be reviewed on an annual basis and the results shall be shared with the employee and Association President.

- 7.11 The Board shall not subcontract work that would fall within the scope of the bargaining unit as identified in Article 1.1 except as identified above and events for which bus services are shared for special education students.

All trips for extracurricular/curricular events shall be driven by GVSSP bargaining unit members unless the trip involves (5) or fewer students without a mileage restriction, six (6) to eight (8) students and is farther than a seventy-five (75) mile radius from Grand Valley High School or is not paid for by general operating funds of the District.

The Union President shall be notified prior to any subcontracting and/or use of non-bargaining unit members for transporting students.

- 7.12 Video Cameras

Video cameras may be used on school buses and on school premises in areas where there is no reasonable expectation of privacy. Video cameras shall not be used or referred to as the basis for evaluation, but nothing herein shall restrict the use of video evidence obtained in a bona fide investigation of misconduct. However, any video used in the investigation and/or discipline of an employee will be viewed in the presence of the employee and his/her designated representative no later than the first investigatory interview or pre-disciplinary/disciplinary meeting after the Board becomes aware of the existence of the video.

To the extent permitted by law, access to video cameras and any recordings will be restricted to authorized administrative personnel, one (1) designated Information Technology (IT) individual and law enforcement. All recordings shall be under the control of a licensed administrator or supervisor.

ARTICLE 8 - LEAVES OF ABSENCE

8.0 Sick Leave

- A. Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days for each month under contract.

Employees shall accumulate sick leave at the rate of fifteen (15) days per year. Employees may accrue a maximum of three hundred twenty-five (325) days. Sick leave may be used in one-half (1/2) day increments.

- B. Each new employee with no transferable sick leave credit earned elsewhere in Ohio and employees with no accumulated sick leave shall be advanced five (5) days upon request that shall be repaid. Should an employee leave employment prior to reimbursement of advanced sick days, any amount due shall be deducted from the employee's final paycheck. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and taking appropriate disciplinary action for any unauthorized absence without approved leave. Bargaining unit members who have exhausted sick and other authorized leave must qualify for, seek, and be granted an unpaid leave from the Board pursuant to Ohio Revised Code Section 3319.13, or be in another authorized leave status to preserve a right to return to employment.

- C. Sick leave may be used for absences due to:

1. Illness, injury, pregnancy, exposure to contagious disease which could be communicated to other school employees or pupils, or

2. Illness, injury or death in an employee's immediate family (husband, wife, son, daughter, children-in-law, brother, sister, parents or parents-in-law, grandparents, brother-in-law, sister-in-law, aunt, uncle, other near relative who resides under the same roof, and anyone standing in the same stead as any of these individuals, where the employee is required to serve as a caregiver. Anyone utilizing the "standing in the same stead" language must have such designation verified and approved by the Superintendent.
- D. Any bargaining unit member that uses sick leave for five (5) or more consecutive working days and the days qualify for FMLA, the employee will automatically be placed on Family Medical Leave. Family Medical Leave will run concurrently with sick leave and will begin retroactive to the first day of absence assuming the Board otherwise complies with the notification requirements of Federal law.
- E. Employees utilizing sick leave are to utilize the District's automated system for that purpose. Each reporting station must be equipped with a readily accessible printer located within a reasonable proximity.
- F. Employment at another business or institution without consent from the Superintendent during any sick leave absence and/or any fraudulent use of sick leave is grounds for discipline up to and including termination.

8.1 Personal Leave

- A. Personal leave days will be granted to only two (2) employees within the same classification on the same day on a first come, first served basis. If more than two requests are received on the same day, seniority will prevail. However, if sufficient replacements are available, the additional employees' requests may be honored at the discretion of the Superintendent.
- B. Each employee shall be granted three (3) days personal leave per employment year. Personal leave shall not be used to extend Christmas, break or Spring break as designated on the Board's official school calendar. The day before Thanksgiving break shall be limited to two (2) individuals per department. Personnel requesting personal days shall follow the appropriate steps utilizing the District's automated system. Each reporting station must be equipped with a readily accessible printer located within a reasonable proximity. At the end of each employment year, one (1) unused personal leave day shall be carried forward to the next year and any remaining days converted into sick days and added to the employee's sick leave accumulation on the first day of the subsequent employment year. Personal leave may be used in one-half (1/2) day increments.

- C. Application for use of personal leave shall be made to the Superintendent at least three (3) working days in advance and approved prior to the absence, except in an emergency. In emergency situations the form will be submitted to the Superintendent with reason as soon as possible.
- D. Personal leave may be used for the following purposes:
 - 1. Personal business
 - 2. Emergencies
 - 3. Obligations that cannot be given attention at any other time

8.2 Unpaid Medical Leave of Absence

- A. When an employee has exhausted all accumulated sick leave and is still unable to return to work for the reasons of personal illness, injury and/or disability, the Board of Education will, upon the recommendation of the Superintendent following timely and proper application of the employee, place the employee on unpaid medical leave of absence. Application for unpaid medical leave shall be submitted to the Superintendent prior to the effective date of the leave, except in emergency situations, and shall be supported by a doctor's certificate of illness, injury or disability necessitating the leave. Applications shall state the intended effective date and termination date of the leave. Such leave will begin on the day that the accumulated sick leave reaches zero and will be for a period of six (6) months. Up to two (2) six (6) month renewals of the leave may be requested using the same procedure as the initial request and may be granted at the discretion of the Board.
- B. While on medical leave of absence, the employee ceases to accumulate sick leave. Employees on a year's unpaid leave of absence will not accumulate personal leave or vacation time, but accrual will resume on return to work. The Board of Education will, however, pay its full share of all hospitalization and major medical insurance and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins. Provided, however, that an employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days in which case all fringe benefits will be maintained by the Board and the employee shall return to the position temporarily vacated. A condition precedent to the granting of any such short term emergency medical leave shall be the providing by the employee of a doctor's certificate indicating both the necessity for such leave and the anticipated return within thirty (30) days. Should the employee in question be unable to return to full responsibilities upon completion of said thirty (30) day period, he or she

must request regular medical leave in accordance with the terms of the remainder of this policy.

- C. An employee on medical leave of absence will be carried on payroll records as required by 3313.202, Ohio Revised Code.
- D. While an employee is on medical leave of absence the employee will be given the opportunity of participation in the hospitalization/health care insurance and group term life programs by forwarding a check or checks for both the Board's equivalent premium portion and the employee's and family portion (when applicable) to cover the full cost of said insurance program(s). Such checks must be received prior to the premium due date.
- E. An employee on medical leave of absence who intends and desires to return to work shall indicate the anticipated date of return in his/her application for leave and file an application for reinstatement in advance of his/her return. The application must be accompanied by a physician's statement indicating the employee's medical condition is such that the employee is capable of returning to work and resuming normal duties. It shall be the duty of the employee to notify the Superintendent in writing of such intention to return to duty at the expiration of the leave. Failure to so notify the Superintendent or to return to duty at the expiration of the emergency short-term leave or regular medical leave shall be deemed a resignation from employment with the Board. Upon return to service the employee shall resume the contract status held prior to the medical leave of absence unless the employee is offered or accepts a position other than the one held at the time the leave was granted.
- F. The employee will be assigned to the same position or a substantially equivalent position to the one he or she held prior to the leave, if available. In the event no position is available when the employee is ready to return from medical leave, the least senior employee in the same classification shall be laid off in accordance with Article 12.

8.3 Parental Leave

A. Leave Rights

An employee who is pregnant, expecting a child or adopting a child shall be entitled to a leave of absence without pay for parental reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for any period up to one (1) calendar year and may be extended by Board approval for up to one (1) additional calendar year upon application for extension.

B. Application for Leave

Application for parental leave shall be in writing, and shall contain a statement of the expected date of the birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to employment. Applications for parental leave shall be granted by the employer.

C. Time for Filing Application

Application for parental leave prior to childbirth should be made prior to the thirtieth day before the beginning date of parental leave. Application for parental leave for the period beginning with the expiration of a period of disability, or the parental leave related to adoption should be made prior to the thirtieth day before the beginning date of the leave. The employee's failure to make timely application shall not be grounds for denying the approval of parental leave.

D. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same position or a comparable position to that which she/he held prior to the leave. If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the employee wishes to return. Such request may be granted in the sole discretion of the Superintendent. At the expiration of the leave period as originally granted, the employee shall be entitled to reinstatement.

E. Benefits During and After Parental Leave

All insurance coverage shall be continued for those who are on parental leave if: (1) the employee pays the total premium at the beginning of each month for which coverage is desired, to the Clerk-Treasurer, or (2) the employee applies her/his accrued sick leave to such period of disability, except during the time covered by the Family & Medical Leave provision. Premiums shall be prorated for the number of working days in the month if the employee works (or is on sick leave) for a portion of the month and is on parental leave without sick leave for the remainder of the month. Benefits shall be reinstated upon the employee's return.

8.4 Family and Medical Leave

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as the "12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

A. All eligible employees shall be entitled to up to 12 weeks of family or medical leave in any 12-month period for:

1. Treatment of their own Serious Medical Condition;
2. The care of a bargaining unit member's spouse, child, or parent with a Serious Medical Condition; or
3. The birth of a child, and to care for the newborn child within one (1) year of birth.
4. The placement of a child by way of adoption or foster care, and to care for the adopted or foster child within one (1) year of child's arrival.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Force (including the National Guard and Reserve).
6. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.

An employee eligible for military caregiver leave is entitled to, and shall be granted upon request, up to twenty-six (26) weeks of unpaid leave per contract year (i.e., July 1 to June 30) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

B. A "Serious Medical Condition" is any medical condition which requires inpatient care or which requires continuing medical treatment of a person who is unable to perform his/her normal daily activities for more than three days. Serious Health Conditions include the treatment of conditions which, if left untreated, would likely result in a person being unable to perform his/her daily activities for more than three days.

- C. If leave is foreseeable, the employee shall give the Board thirty (30) days' notice of the need to take the medical leave. The employee should make reasonable efforts to schedule medical treatments so as to not unduly disrupt the Board's operation. If advance notice is impossible, the employee shall give the Board as much notice as is practicable.
- D. Substitution
1. Employees must substitute any accrued paid leave as provided in Sections 8.0 or 8.1 or unpaid leave as provided in Section 8.2.B of this Agreement for family or medical leave.
 2. Substituted paid leave or unpaid leave will count toward the employee's 12-week allotment of family or medical leave.
- E. Intermittent Leave
1. If medically necessary, employees may use their family or medical leave on an intermittent basis, by taking leaves of less than a day or working a reduced workweek.
 2. The Board may require an employee on intermittent leave to temporarily transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's leave schedule.
 3. Only the actual time which an employee misses due to family or medical leave will be applied to reduce the employee's twelve (12) or twenty-six (26) week limit.
- F. Health Insurance
1. While on family or medical leave, the Board will continue to maintain the employee on the Board's health insurance plan and continue to pay its share of the employee's health insurance premiums.
 2. If an employee fails to return to work for at least 30 calendar days after the conclusion of his/her family or medical leave, provided the reason for the employee's failure to return is in the employee's control and is not a continuation, recurrence, or onset of a serious health condition that would entitle the employee to medical leave, the employee will repay to the Board the insurance premiums the Board paid during the period of leave.
- G. When an employee returns from family or medical leave, the employee shall be restored to his/her prior position or an equivalent position which has

duties, terms and conditions and privileges which correspond to his/her prior position. However, an employee returning from family or medical leave will have no greater right to a position than if he/she had not taken the leave.

H. Certification

1. All employees shall present written certification of the need to take family or medical leave within 15 days of requesting such leave, if possible.
2. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the employee. The third opinion shall be final and binding.
3. The Board can require the employee to supply recertification to support continuing medical leave every 30 days.
4. Prior to returning to work after taking medical leave, the employee shall present certification from a health care provider that the employee is fit to return to work.

I. This provision is based on and shall be interpreted consistently with the Federal Family and Medical Leave Act ("FMLA") as described above.

J. Only employees who have worked at least 1000 hours over a 12-month period are eligible for family or medical leave.

K. The District will provide to the employee and utilize the most recent U.S. Department of Labor (DOL) forms regarding all communications regarding FMLA.

8.5 Military Leave

Military leave will be granted in accordance with applicable statutes and regulations. Benefits will be the maximum allowable by law.

8.6 Jury Duty/Subpoenaed Witness Leave

Any bargaining unit member scheduled to work that is called for jury duty or who is subpoenaed shall be paid his/her full compensation for such time. Such leave shall not be deducted from any other type leave.

8.7 Attendance at Meetings or In-Service Meetings

- A. Any bargaining unit member with the permission of the Superintendent shall be permitted to attend an in-service meeting or workshop of their choice without loss of pay.
 - 1. Such a day(s) of attendance at such in-service meeting or workshop shall be considered a day worked; and the employee will be paid at his/her regular straight time hourly rate of pay for the normal number of hours such employee would have normally worked, provided that such pay is intended to make up what would otherwise be a reduction in the employee's normal weekly pay, and in no event shall such pay for such day, when added to the employee's other straight time paid hours for the week, exceed the number of straight time hours for which the employee is normally paid.
 - 2. Such request must be made in writing on the appropriate form ten (10) days in advance.
 - 3. The Board will pay the expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such meetings which employee is required or requested to take by the Board or administration.
- B. Employees shall be paid at their appropriate rate of pay for the attendance at any meeting or workshop, outside normal working hours, which is deemed mandatory by the Board, the Administration and/or the State for the actual meeting time.
- C. Maintenance/Custodian employees and custodian(s) shall, with the Superintendent's approval, be permitted to attend a school of their choice for training in proper heating, electrical, plumbing and boiler operation. Cost(s) of this additional training shall be paid by the Board. Such requests must be made in writing on the appropriate form twenty (20) days in advance.
- D. In no event shall this section be applied to attendance by any employee at a negotiating meeting, impasse panel hearing, or such meeting associated with the administration of this Agreement.

8.8 Leave without Pay

The Board recognizes that there may be occasions causing an individual to request a short-term leave from his/her assigned responsibilities which does not fall within the provisions of the sick leave, personal leave, or other paid leave and would therefore, be without compensation. Leave may be granted in the sole discretion of the Superintendent for the reasons specified in this policy not to exceed two (2) consecutive days or more than three (3) total days during any contract year. Under no circumstances will a leave without pay be granted for purposes of vacation,

extension of vacation periods, or for travel. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

8.9 Assault Leave

- A. Assault leave, not to exceed forty-five (45) working days, will be granted to any employee who is absent due to a physical or mental disability resulting from an assault which occurs while the employee is performing the duties of his/her assignment which includes hours before, during or after school. Mental disability assault leave will be granted to a maximum of twenty (20) days per incident. All other assault leave may be extended for an additional forty-five (45) working days upon receipt of medical verification from the employee's attending physician as set forth below.
- B. The employee will be maintained on full school contract pay status during the period of such disability until the disabled employee becomes eligible for compensation of Disability Retirement through the State Employee's Retirement System.
- C. Full school/contract pay status shall mean Board payment of contractual compensation, retirement benefits and all fringe benefits to which the employee's contract is entitled.
- D. Assault leave will not be charged against sick leave earned, and there will be accrual of sick leave during the assault leave.
- E. The Board will require an employee requesting assault leave to submit to the Superintendent a signed statement justifying the use of assault leave. An employee requesting assault leave must agree to provide written and/or oral testimony to assist the Board and administration as necessary to insure appropriate disciplinary action is taken against the attacker. The Superintendent, upon examination of the facts and assuring compliance with this section, shall approve the assault leave.
- F. In the case of assault leave, the employee shall provide a physician's certificate from a licensed physician stating the nature of the injury/disability and the duration of the disability. No assault leave shall be paid nor granted until this statement and the one in the above paragraph are submitted.
- G. An employee returning from assault leave will assume the duties held prior to said leave with physician's approval.

- H. The Board of Education, at its expense, may require additional physician's examination and/or opinion, in order to act upon an assault leave request from a member of the bargaining unit.

8.10 Association Leave

The Association shall be granted up to an aggregate of five (5) days of leave per school year for Association business. The Association President shall inform the Superintendent at least twenty-four (24) hours in advance of the use of such leave.

8.11 Sick Leave Donation Agreement Opportunity

In the event a bargaining unit member faces a catastrophic event which requires them to be absent in excess of his/her accumulated sick leave and personal leave, the Board of Education shall give the employee the opportunity to apply for a sick leave donation agreement.

Each agreement approved by the Board will be intended to address the specific situation of each applicant. Approved agreements will give the employees of Grand Valley Local Schools the opportunity to contribute days to the absent member. The Board's decision on each approved agreement shall be final and not subject to the grievance procedure.

If requested, the Board or its designee shall provide a system and accountability to the donor as well as the recipient that does not violate employee confidentiality policies.

ARTICLE 9 - WORK DAYS, HOURS AND VACATIONS

9.0 Work Year

The employment year for all bargaining unit employees shall be from July 1 through June 30. The employee work year shall be decided as follows:

- A. School year employees - (Secretaries) Days that school is in session with students present, plus additional days, the total of which shall not exceed 205 work days, nor less than one hundred eighty-seven (187).
- B. Food Service Personnel (Cooks): Days that school is in session with students present not to exceed one hundred eighty-two (182) days, including at least four (4) days which will be cleaning days, plus one (1) in-service day if scheduled by the Board. Additional days may be approved by the Superintendent as needed. The number of work days will not be less than one hundred seventy-five (175).

- C. Twelve month employees - 260 work days including paid holidays and vacation (Custodian, Bus Mechanic, Maintenance, Maintenance/Controls & Technology).
- D. Bus Driver and Aides - Days school is in session with students in attendance, in addition to at least one half day of in-service.
- E. The hours and days for part-time employees in the following classifications: custodial, maintenance, and maintenance/controls & technology employees will be determined and scheduled by the Superintendent on an annual basis.

9.1 Work Week

The standard work week shall be defined as forty (40) hours per week commencing 12:00 midnight Sunday through 11:59 p.m. Friday of each week.

9.2 Overtime Premium

Time and one-half (1-1/2) shall be paid for all time over forty (40) hours in any one work week.

Each bargaining unit member shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day.

Work performed at functions which fall on holidays shall be paid time and one-half (1-1/2) and the employee shall also be paid holiday pay.

9.3 Calamity Days

For the first five (5) calamity days, those employees in the bargaining unit who are not expressly required by the Superintendent to report for work shall have the day off with regular pay. Those employees who are expressly required to report to work and report on a calamity day shall be paid their regular rate for the day plus time and one-half their regular rate for all hours actually worked. If an employee is specifically called into work on a calamity day, the employee shall be guaranteed not less than two (2) hours pay at time and one-half their regular rate in addition to their regular pay.

After the first five (5) calamity days, twelve (12) month employees will have the option to report to work, will take the day without pay or may take the day off with pay through substitution of vacation or personal leave. Employees that work less than twelve (12) months will not work and will not receive pay for the calamity day. These employees will receive their full pay on the day(s) that are required to be made up by the District.

9.4 Break Time

Each full-time employee shall be granted a ten (10) minute break period before the lunch break and a ten (10) minute break period after the lunch break. Part-time personnel (excluding bus drivers and bus drivers with other contracts out of classification) who work at least four (4) consecutive hours shall be entitled to one (1) ten (10) minute break period during the workday.

9.5 Lunch

All employees who work six (6) or more hours per day, excluding bus drivers and transportation aides, shall have a paid thirty (30) minute duty free lunch break. Lunch periods may be altered due to emergency situations.

9.6 Compensatory Time

1. Compensatory time will be earned, at the discretion of the employee, for all time worked over eight (8) hours in a day and/or forty (40) hours in a week in lieu of overtime pay, at a rate of one-and-one-half (1-1/2) hours for each one (1) hour worked.
2. Employees will indicate on their timesheet whether the overtime will be compensatory time or paid overtime.
3. Employees, with prior notice and on the approval of their immediate supervisor, will be allowed to use their compensatory time, which will not be unreasonably withheld.
4. All compensatory hours will be used by June 30 of each year. Should the employee have accrued but unused compensatory time on June 30, the District will pay out the compensatory time at the employee's appropriate pay, no later than the 2nd pay in July.
5. Compensatory time utilization and accumulation will be reflected in a bi-weekly email. Arrangements will be made to mail this documentation to any employee who makes such a request.

9.7 Holidays

- A. Each non-teaching employee shall be paid the regular rate of pay for the following holidays which are herein described as Board approved holidays.
- B. Nine (9) and Ten (10) Month Employees (10 Paid Holidays)

Labor Day
Thanksgiving Day

Martin Luther King Day
Memorial Day

Day after Thanksgiving New Year's Day
Christmas Day Good Friday

In addition to the above legal holidays, each employee shall receive one (1) paid day either the day before or after both Christmas Day and New Year's Day. These days shall be scheduled by the Board of Education.

C. Eleven (11) and Twelve (12) Month Employees (11 Paid Holidays):

Labor Day Martin Luther King Day
Thanksgiving Day Memorial Day
Day after Thanksgiving New Year's Day
Christmas Day Good Friday
Fourth of July

In addition to the above legal holidays, each employee shall receive one (1) paid day either the day before or after both Christmas Day and New Year's Day. These days shall be scheduled by the Board of Education.

9.8 Vacations

A. Twelve (12) month bargaining unit members shall receive paid vacation time in accordance with the following schedule:

After six months, but less than one year	1 week
One year, but less than five years	2 weeks
Five years, but less than twelve years	3 weeks
Twelve years, but less than twenty years	4 weeks
Twenty years or more	5 weeks

B. Bargaining unit members may submit to the Superintendent by May 15 of each year, on Board calendars, a request designating the period they wish to take their vacation. Actual days to be used as vacation days must still be entered into the District's automated system prior to using those days. For five (5) or more consecutive days, members will input requests into the automated system at least two (2) weeks prior to the first requested vacation day. Each reporting station must be equipped with a readily accessible printer located within a reasonable proximity. The Superintendent shall organize and approve vacation schedules and notify bargaining unit members of their approved vacation by June 1. Where more than one employee seeks vacation during the same period and the Superintendent determines that all such bargaining unit members cannot take vacation at that time, seniority shall prevail provided the senior employee has submitted the request by May 15.

- C. In the event of the death of an employee, after completing one (1) year of service, his/her earned but unused vacation leave shall be paid to date of death to his/her spouse or next of kin or estate.
- D. When a nine (9) or ten (10) month employee is awarded a twelve-month position, the number of vacation weeks allowed will be determined by years of continuous service in the Grand Valley School System.
- E. Employees shall have the right to "roll over" up to three (3) weeks of vacation from year to year without penalty.
- F. Vacation may not be taken on dates scheduled for professional development without the prior approval of the Superintendent, unless the employee's vacation day was scheduled and approved before the professional development day was scheduled and announced.

9.9 Two Hour Delay

Two hour delays are called for the safety of students being transported by the District. The Board and Association agree to the following procedures to be utilized for a two (2) hour delay:

- 1. As soon as possible, a decision will be made to close or delay the opening of schools. This decision will be communicated via various media outlets.
- 2. When an announcement of a two (2) hour delay occurs, all daytime bargaining unit members, excluding bus drivers, will report at their regular time. Bus drivers will adjust their arrival time in order to facilitate the delayed busing schedule as determined by the Superintendent/designee. Employees asked to work beyond their normal workday on a delayed start day will be paid in accordance with this Agreement.
- 3. Should the weather continue to deteriorate, a decision to close schools will be made as soon as possible and communicated to the media for dissemination. If school is then canceled all calamity day provisions of the CBA will be applied.

ARTICLE 10 - JOB SECURITY

10.0 No bargaining unit member shall be reprimanded, suspended, demoted, or terminated without just cause.

10.1 Correction of Unsatisfactory Performance

An employee whose work performance is unsatisfactory shall be given a verbal warning. An employee whose work performance after the verbal warning is still viewed as not satisfactory shall be notified of such in writing. If within thirty (30) workdays thereafter, the employee has shown no appreciable improvement, a three (3) day suspension with loss of pay may be invoked. If within thirty (30) workdays following a suspension the employee fails to show any appreciable improvement in work performance, up to a five (5) day suspension with loss of pay may be invoked. If following the second suspension the employee shows no appreciable improvement in work performance, the employee may be terminated. Any employee being disciplined as listed in this paragraph may file a grievance as to the appropriateness and reasonableness for cause shown, provided that any termination of employment shall be subject to appeal through the grievance procedure up to and including binding arbitration pursuant to Section 10.2.

10.2 Termination of Contract

Contracts may be terminated by a majority vote of the Board of Education for incompetence, inefficiency, dishonesty, drunkenness on duty, insubordination, or neglect of duty or for other acts of misfeasance, malfeasance or nonfeasance. The actions of the Board terminating the contract of an employee or suspending him/her shall be served upon the employee by certified mail. The employee may grieve procedural and/or substantive due process and just cause claims through the grievance procedure.

10.3 Evaluation

Each employee may be evaluated annually by his/her supervisor on mutually approved forms (See Addendum A) prior to April 1. Upon request and with forty-eight (48) hours' notice, each employee will meet with the Superintendent or immediate supervisor to review his/her evaluation. Prior to taking action to renew or non-renew a limited contract, the Board will review the employee's most recent evaluation.

10.4 Personnel File

The personnel file of each classified employee shall be maintained in the Superintendent's office of the Grand Valley Local Schools Board of Education. Employees may request to be provided with copies of any written material, at the employee's cost, to be included in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material to be included in the personnel file. At the employee's request and after a period of four (4) years from the date of inclusion, any derogatory material in the employee's personnel file shall be removed. In the event a file contains derogatory material past the aforementioned expiration date, said

material shall not be used in the evaluation, discipline or discharge of the employee.

An employee shall have the right to any reasonable time to examine any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

Any person who prepares written material for placement in an employee's file shall sign the material and signify the date on which such material was prepared. The employee shall receive a copy of any item intended for placement in his/her personnel file prior to placement.

10.5 Job Description

- A. Revised job descriptions will be distributed to each member of the bargaining unit when the job description is changed or upon request of the employee. Job descriptions shall include: job title, qualifications, requirements, tasks and responsibilities. Employees are obliged to perform the work to which they are assigned and may not refuse assignments on account of an assigned task not being within the written job description, except for safety reasons as provided by law.
- B. Evaluation on work performance shall be based upon the job description.
- C. All changes in job descriptions shall be reasonably related to the classification. Prior to changing job descriptions Management, the Union President and department representatives, will meet to discuss any changes. If new or additional skills or qualifications are added to a job description, incumbent employees will be given a reasonable time to acquire those skills or qualifications and the Board will provide reasonable assistance to the employee in the acquisition of such skills or qualifications. The Association retains the right to file a grievance over the reasonableness of any changes in job descriptions.

ARTICLE 11 - SENIORITY

11.0 Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position in Grand Valley Local School District as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position in the District.

- B. Employees shall continue to accrue seniority while on approved leave of absence, while on lay-off for up to two (2) years, and while employed by the Board in a non-bargaining unit position. Seniority shall be broken in the event an employee is awarded Permanent Total Disability by the Ohio Industrial Commission.

11.1 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more employees commence employment in a bargaining unit position on the same day.
- B. Ties in seniority shall be broken by placement on the seniority roster in alphabetical order.

11.2 Loss of Seniority

Seniority shall be broken when an employee retires or resigns; is discharged for cause; otherwise leaves the employment of the Employer; fails to return from an approved leave of absence on the specified return date; or is absent without leave for three (3) or more consecutive workdays.

11.3 Posting of Seniority List

- A. The Board shall post in the bus garage, each building office and the central administration office a seniority list on October 1 of each year. Each employee new to the list (and all employees for the list posted on October 1, 1988) shall have a period of thirty (30) days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent 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.
- B. All new employees shall be added to the list in order of his/her hire date. A copy of all additions and/or deletions shall be given to the Association President within five (5) working days.
- C. The names of the employees on the seniority list shall appear in seniority rank order, within areas of classification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

11.4 Partial Retirement

Effective September 1, 2015, any bargaining unit member holding more than one

position with the District, who retires to SERS from one or more positions, will retain Districtwide seniority for their remaining employment; however, when bidding on positions in the department(s) from which the employee retired, seniority will not be recognized. If re-employed in that department, the employee will always be deemed to be the least senior employee.

ARTICLE 12 – REDUCTION IN FORCE

12.1 Definition of RIF

A reduction in force (RIF) shall have occurred when the Board reduces in hours, days, work year, completely eliminates, or fails to fill a bargaining unit position.

12.2 Reasons for RIF

A RIF may occur only for the following reasons:

- a. Lack of work as defined by ORC 124.321
- b. Financial reasons as defined by ORC 124.321
- c. Abolishment of position(s),
- d. Building closure, suspensions of schools, or territorial changes affecting the district.

These duties cannot be placed upon administrators, supervisory, non-bargaining unit employees or subcontractors.

A reduction in force may be avoided and/or limited by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.

12.3 RIF Seniority

Seniority, for reduction in force purposes, shall be determined by the employee's district-wide seniority as defined in Article 11.

12.4 Bumping Procedures

- A. All bargaining unit members less senior than the most senior person affected by the RIF shall be notified of a bumping meeting by certified mail or hand delivery a minimum of ten (10) working days prior to the bumping meeting. Once the certified mail or hand delivered notice has been delivered to the employee, no further notice will be required. All affected employees shall attend the bumping meeting or, by not attending, will have waived the right to bump a less-senior employee, or in the event of a bid, will have waived their right to bid. In the case of an emergency or for unforeseen circumstances, the Superintendent or his designee may

reschedule a bumping meeting at either a time mutually agreed upon by the Superintendent and all the employees involved, or by re-notifying the affected employees as contemplated herein.

- B. Employees affected by RIF may bump any employee within the same classification that has less seniority regardless of the number of hours, days of work or work year. If the employee is the least senior employee in the classification or cannot displace someone in the classification with the same or more hours the employee had prior to the RIF, the employee may displace any less senior employee in a classification previously held by the laid off employee in the Grand Valley Local Schools.
- C. Any displaced employee has the right to take a lay-off and file for unemployment compensation in-lieu of bumping another employee.
- D. Those employees bumped during the meeting have the same bumping rights as the employee who was originally affected.
- E. Once an employee has exercised a bump, he/she may not revoke the bump.
- F. The employee has the right to bump separately for each position affected by the RIF however; an employee cannot bump multiple positions if only one (1) position is affected by the RIF.
- G. If bids will be offered at the bump meeting, then all bargaining unit members shall be notified in writing of the meeting and the specific positions being offered at least ten (10) days prior to the meeting being held. Additionally, the notice may include positions that have the potential of becoming open from the time the notice is sent to the time of the bid/bump meeting. If a position becomes open two (2) work days or less from the bid/bump meeting, it shall be posted at the meeting without prior notification.
- H. Should an employee be unable to attend the bid/bump meeting and wishes to bid on a position being offered, he/she may deliver a bid in writing to the office of the Superintendent. The bid may be placed via fax or email with receipt confirmed by the employee via telephone. The bid must be received no later than the close of business on the day of meeting or one (1) hour prior to the start of the meeting, whichever occurs first.
- I. Should an employee be unable to attend the bump meeting for any reason, he/she may submit to the Superintendent no more than two (2) contact number(s) in the event he/she would need to exercise his/her right to bump another employee. Should action be needed, the employee will be called three (3) times within a five (5) minute period at each number

given. Should the employee be unreachable, the employee will be deemed to have accepted a lay-off.

- J. For purposes of a reduction in force, the following classifications shall be used to determine displacement rights:

Head Cook
Cook
Maintenance
Custodian
Maintenance/Technology & Controls
Bus Driver
Bus Mechanic
Secretary
Paraprofessional
Aides

12.5 Implementation

- A. Following the bumping meeting and determination of the employees to be affected by a lay-off, the employee(s) to be laid off will be given written notice of the layoff with a statement of their displacement and recall rights. An employee to be laid off due to RIF shall be given fifteen (15) calendar days advance written notification prior to the implementation of the RIF. The Association President shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.
- B. After providing the employee with the notice of layoff, the Board will take action to officially lay off the persons after complying with the aforementioned procedures.
- C. Employee(s) shall be laid off in reverse seniority order, that is, the employee with the least amount of seniority is the first to be laid off.
- D. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

12.6 Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees in the department have been offered such position.

- B. Work previously performed by laid-off employees shall not be subcontracted.
- C. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

12.7 Layoff Rights

An employee on lay off status shall have the following rights:

- A. The right to continue receipt of group insurance coverage at the employee's expense for the entire recall period.
- B. The right to accrue seniority credit during the period of lay off.
- C. The right to be notified by mail of all postings for bargaining unit positions.
- D. The Board agrees not to contest an employee's application for unemployment compensation benefits assuming they are otherwise eligible for unemployment compensation.
- E. An employee on the RIF list will be given first consideration for all substitute work in the District. Said employee will be allowed to substitute at the regular rate of pay in classification from which they were RIF'd and substitute pay for substitute work outside of the classification from which they were RIF'd, if the employee is properly licensed to perform the work.

12.8 Recall Rights

- A. Laid off employees shall be recalled in reverse order of seniority, i.e., the most senior laid off employee - first recalled.
- B. Reinstatement from the recall list shall be to the same or equivalent position (in hours, length of work year and compensation) which the employee held prior to layoff.
- C. The employee may opt to accept a position, within the same department, at less hours and pay.
- D. Upon recall, an employee shall be given notice at his/her last known address by certified mail. It shall be the employee's responsibility to keep the Board advised of his/her address. The employee shall be given ten (10) workdays to accept such offer and shall be granted a minimum of fifteen (15) workdays from the date of receipt of the recall notice to report to work. If an employee is unable to return to work before the fifteenth

(15th) day for health reasons, the employee must submit written certification from a physician in order to remain on the recall list.

- E. This procedure shall continue until all employees on layoff status have been recalled; have retired under an Ohio State Retirement System; have voluntarily resigned or have not been offered or accepted an offer of recall within twenty four (24) months from the effective date of layoff.
- F. A person who has refused recall to the same or equivalent position as contemplated in 12.8 (B) shall be immediately removed from the recall list and lose all rights..

ARTICLE 13 - VACANCY AND POSTING

- 13.0 Vacancies are defined as newly created positions or a position not filled due to retirement, resignation, non-renewal, termination, or death of the incumbent, which the Board intends to fill.
- 13.1 Vacancies which will exist for twenty (20) or more workdays in the school year shall be filled by a bargaining unit employee.
- 13.2 Vacancies shall be posted at each work site and on the District Website within twenty (20) working days of the vacancy for five (5) working days. Each posting shall be dated. Notice of vacancy shall include position available, starting date, work site, work hours, salary information and application deadline. All applications will be due at Central Office by 4:00 p.m. on the fifth workday of posting. The Board shall attempt to fill the vacancy within twenty (20) workdays of the end of the posting period, if practicable.
- 13.3 During the summer months when school is not in session, a list of vacant positions shall be posted at the Board office and on the Board website.
- 13.4 The GVSSP President shall receive, via U.S. Mail or hand delivery, copies of all postings as they are posted.
- 13.5 Current employees who file an application of interest in a vacant position shall be interviewed for the position and advised in writing of the decision of filling the vacancy.
- 13.6 Applicants for a vacancy shall be given consideration based upon qualifications, skill, experience, ability to perform the work, and seniority, if a current employee. With all conditions equal among applicants, the senior applicant shall receive said opening.

- 13.7 In the event of a change of classification, the employee making such change shall be given full credit for service accumulated in the previous classification, in the Grand Valley Local School District, after serving sixty (60) days probation in the new classification, except that maintenance/custodian, custodian, bus mechanic, and aides probation will consist of not more than ninety (90) workdays. Upon completion of probation, employee shall be placed on their appropriate salary schedule of the new classification with full seniority rights.
- 13.8 Summer positions shall be posted for information only at least seven (7) days prior to filling. Bargaining unit members who fill summer positions shall do so under the terms and conditions set by the Board. Bargaining unit members will be given first consideration for all summer positions provided they are qualified to perform the work and are not otherwise scheduled to work during the summer months. Summer work will be paid at \$10.50 per hour.
- 13.9 During the summer months, any custodial position which has been or is expected to be absent for a period of four (4) or more weeks, shall be offered as a substitute position. Any bargaining unit member subbing the position will be paid pursuant to Article 7.8 if working outside their classification and their regular hourly rate of pay if from within the classification.

ARTICLE 14 - SECRETARIES

- 14.0 The normal work year for secretaries shall be for the number of days that school is in session, with students present, plus additional days as authorized by the Superintendent, not to exceed two hundred and five (205) days and not less than one hundred ninety (190) days.
- 14.1 The normal workweek for all secretaries is Monday through Friday and will include an uninterrupted paid lunch period of thirty (30) minutes duration during the workday.
- 14.2 Mileage, when approved by building principal, will be paid at the then-current IRS reimbursement rate on the date of travel.
- 14.3 Reimbursement for long distance phone calls placed on personal home phone made for the benefit of school district.
- 14.4 Any secretary who is required to handle money shall be bonded by the Board.
- 14.5 Secretaries' hours may be increased up to one (1) hour per day as determined by the Supervisor.

ARTICLE 15 - FOOD SERVICE PERSONNEL

15.0 Cooks

- A. Cooks shall work on days when school is in session and students present not to exceed one hundred eighty-two (182) days including at least four (4) days which will be cleaning, plus one (1) in-service day if scheduled by the Board. Additional days may be approved by the Superintendent as needed. The minimum number of work days will be one hundred seventy-five (175).
- B. Cooks' hours may be increased up to one (1) hour per day as determined by the supervisor based on need. Increased hours will be set effective January 1 of each year.
- C. If requested by the Food Supervisor, cooks shall work one (1) additional hour per month for report preparation. This shall be offered on a rotating seniority basis.
- D. The cooks shall work at least the following number of hours per day:
 - Head Cook (1): seven and one-half (7 ½) hours
 - Cook (1): seven and one-half (7½) hours
 - Cook (3): six (6) hours
 - Cook (up to 5): two (2) hours

All cooks will be cross-trained in and capable of performing all kitchen functions. All cooks employed after July 1, 2015, must be able to perform cashier and point of service functions. Cooks employed prior to that date will be cross-trained in cashier and point of service functions but if they have not performed those duties prior to the 2015-2016 school year, will not be required to serve in cashier rotation except in exigent circumstances.

All cooks will be insured by the Board.

- E. The Board will pay all cooks a uniform allowance of twenty-five cents (\$.25) per hour in addition to their salary schedule rate. To be eligible for the uniform allowance, cooks must wear an appropriate uniform.
- F. When scheduled by the Supervisor, Cooks shall meet with their supervisor to discuss food service operations. Time for such meetings shall be in addition to the cooks' regularly scheduled hours.
- G. Additional time needed on any day must be approved by the Food Service Supervisor.
- H. The cook designated as Head Cook will receive an additional \$1.00 per hour. The Head Cook position shall be posted no later than December 1,

2015 and filled in accordance with this Master Agreement from among interested and qualified internal applicants that currently work 7.5 hours as cooks. Thereafter, vacancies in that position shall be filled in accordance with the Agreement.

**ARTICLE 16 -
CUSTODIAL/MAINTENANCE/MECHANIC/MAINTENANCE/CONTROLS &
TECHNOLOGY**

16.0 Maintenance, Custodian, Bus Mechanic, Maintenance/Controls & Technology

- A. The normal work year shall be twelve (12) months (excluding nine (9) month employees identified).
- B. The normal workweek shall be Monday through Friday.
- C. The normal workday for custodian, bus mechanic, and maintenance shall be eight (8) hours per day.
- D. Employees shall be responsible to only one (1) supervisor or designee as designated by the Superintendent. In the event of a conflict, the supervisor/designee will immediately contact the maintenance supervisor or Superintendent.
- E. Effective flow of two-way communications between the parties to be accomplished by the following channels:
 - 1. Custodian to principal/maintenance supervisor to Superintendent.
 - 2. In the absence of the maintenance supervisor, the custodian may make requests for supplies directly to the principal.
- F. The opportunity to work overtime (e.g., weekends, after regular workday, school activities, etc.) shall be offered to the most senior (on a rotating basis) among those employees assigned to the building who normally perform the work involved. If all employees assigned to the building refuse overtime, all other district custodians will be offered the overtime on a rotating basis by seniority, with records maintained of both acceptances and refusals.
- G. Employees who utilize their own tools in the performance of their daily duties shall be paid an annual rate of fifteen cents (\$.15) per hour for replacement to: maintenance and bus mechanic. Employees receiving the tool allowance shall use their own funds for replacing any hand tool that is

broken. Drill bits, saw blades and other consumable tools and specialized tools will be provided by the Board.

- H. Uniforms shall be provided by the Board for building maintenance and bus garage personnel.
- I. Workdays during the summer, Christmas, spring breaks, and non-student workdays shall be scheduled by the Board between 5:00 a.m. and 3:00 p.m. for all employees covered by this Article.
- J. Except in unforeseen circumstances, notification of building use outside of school hours shall be received in writing by the custodian or posted within forty-eight (48) hours prior to use. In the event of cancellation, such cancellation shall be reported to the building custodian by the administration, if possible, at least two (2) hours prior to the event's normally scheduled time.
- K. Maintenance shall be responsible for all work relating to major electrical wiring and major plumbing.
- L. Custodians shall not be assigned teacher duties such as lunchroom, bus or hall monitor.

16.1 Bus Mechanic Additional Duties

- A. The Bus Mechanic Position shall have the following additional responsibilities:

Parts inventory, ordering of parts, fuel and shop supplies, fuel logs, prioritizing repair requests, facilitation of a preventive maintenance program, emergency repairs and any other necessary paperwork.
- B. In exchange for the above referenced responsibilities the Bus Mechanic Positions will receive an hourly stipend of \$1.50 per hour for all hours worked, this stipend shall be used in the calculation for all overtime:
- C. The above referenced duties and stipends will remain in effect until such time as management determines that the duties are no longer needed. At such time the employee affected will be given thirty (30) days' notice that the duties will be removed from them prior to suspension of the pay.

ARTICLE 17 - BUS DRIVERS

17.0 Bus Route Selection and Timing of Runs

- A. Bus route bidding will take place at least two (2) weeks prior to the start of the school year. Prior to the end of each school year, bus drivers will be notified of the date, time, and place of the bus route bidding meeting. Times will be posted for bid and awarded to drivers on a seniority basis.
- B. Those drivers new to the District shall select the unfilled routes on a seniority basis.
- C. The timing of each route shall be done during the summer by the Transportation Supervisor prior to bus route bidding.

At the driver's request at any time prior to October 1, the Transportation Supervisor shall re-time the run. Any additional time shall be paid retroactive to the first day of school.

After the initial determination of the route time and the driver's selection, routes will not be changed arbitrarily. If the total time changes on a route by more than fifteen (15) minutes a bid/bump, a driver may then exercise their seniority and bid/bump a different route based upon the newly established time(s) as designated below. No reduction in route times will occur after October 15 of each school year, with the exception of special education routes. If a special education mid-day route is discontinued at any time after bidding, the right to bid/bump on/into any other position with the District will not be triggered.

The initial bid meeting will occur on a predetermined date before the start of the school year. This meeting will be paid for one (1) hour. To be eligible to be paid, the employee must be in attendance at the beginning of the meeting. Call-ins will not be paid for the meeting.

If needed, a bid/bump meeting will be held no later than October 20. An additional meeting will be held the last working day prior to Christmas break if necessary. These meetings will be unpaid.

- D. All field trips will be offered to drivers no later than one (1) week prior to the scheduled trip. The Supervisor or his/her designee will contact drivers in seniority rotation order and the driver must accept or reject the trip when offered. An individual who returns a trip, after initial acceptance, will be bypassed in the rotation for the next trip.

An emergency trip (i.e. less than one (1) week prior notice) will be assigned by the Transportation Supervisor or designee by contacting the drivers in seniority rotation order. The driver must accept or reject the trip when offered. The driver accepting or rejecting the emergency trip will not lose his/her placement on the regular trip seniority rotation list. Emergency trips called by a designee will be documented and provided to the

Superintendent and/or Transportation Supervisor.

Bus drivers who hold a position in another department will be allowed to take trips and will be paid the number of hours of driving, in lieu of payment in the other department, provided management is able to secure a substitute for the employee's other position.

- E. Only regularly employed Grand Valley local school bus drivers (as per O.R.C. 3327.10) shall be permitted to operate Board owned buses or vans (as per O.R.C. 4511.01) when used to transport nine (9) or more students to or from a school session or any other school function.
- F. All field/extra trips will be offered to regularly employed drivers from a seniority rotating roster. Once a trip is assigned to designated driver, the trip selection shall not be rescinded or changed. School bus drivers shall have the option of taking a field trip in lieu of making their usual run. The amount of time of the regular runs shall be part of the field trip total time.
- G. A driver refusing a trip offered in rotation will be passed by and the trip offered to the next driver in rotation. If a trip is canceled, after first being accepted, the accepting driver will not lose his/her placement on the seniority rotation list.
- H. Assignment of Field Trip that is Canceled before Departure Time - Scheduled driver(s) will retain seniority position and will be assigned the next available field trip assignment.
- I. All field trips shall have at least one (1) teacher or adult as a passenger on board the bus to and from the activity.
- J. In the event of single routing, this section shall be subject to re-negotiation prior to implementation of single routing.
- K. Lay over time between runs shall be considered as time worked for pay purposes and shall be paid their regular hourly rate.
- L. When two (2) or more trips are scheduled the same day/night, most senior driver in rotation will have the choice of trips.
- M. Any busing of students, when a trip-ticket is not required, will be offered to regular assigned drivers in rotation.
- N. No substitute or regular driver will be called in when regular bus driver assigned to route is available (e.g., vocational bus run).

- O. Drivers will be paid according to a timed run schedule, which includes all Board required performance tasks. Performance tasks shall mean, but shall not be limited to: cleaning, fueling, maintenance, washing, inspection, and paperwork. Nothing in this Agreement prevents the Board from retiming bus runs. However, time for all Board required performance tasks will be included. Twenty (20) minutes morning and twenty (20) minutes evening will be added for performance tasks and bad road conditions. The Transportation Supervisor shall verify route times on an as-needed basis. Fifteen (15) minutes to wash buses are requested by the Transportation Supervisor will be added (generally, every third day). Additional time to wash buses may be granted upon approval of the bus coordinator or designee. Bus drivers are not responsible for end of year cleaning.
- P. Eligible for ten (10) paid holidays.
- Q. All a.m. and p.m. routes shall be payable for a minimum of four (4) hours total time per day. Split routes (a.m. only-p.m. only) shall be payable at a minimum of two (2) hours for such route.
- R. Radio contact shall be maintained with all buses (regular runs only) during morning and afternoon runs. If the supervisor is not in radio contact, the driver shall call the mechanic who will relay the message to the supervisor. If the supervisor cannot be contacted, the mechanic will contact the Superintendent.
- S. Whenever possible, a bus driver who is unable to drive the afternoon route should call in prior to 11:00 a.m. on that day.
- T. Bus Dispatcher

The Board will establish a dispatcher position to assist the Transportation Supervisor in coordination of routes, bus scheduling, assignment of field trips, fielding phone calls for the Transportation Supervisor, and driving a route in an emergency situation. The dispatcher shall be an eight (8) hour per day, nine and one-half (9½) month employee. The working time for the dispatcher shall be 5:45 a.m. to 9:45 a.m. and 12:45 p.m. to 4:45 p.m. daily. The dispatcher shall be compensated at the bus appropriate bus driver step of the salary schedule based upon their years of service. The dispatcher will not be responsible for, nor expected to, observe or evaluate bargaining unit members, their work product or their work performance. The dispatcher shall not have any other supervisory responsibilities. The dispatcher position will be filled in accordance with the Vacancy and Posting provisions of this Contract. The Bus Dispatcher will be eligible to take field trips that do not interfere with his/her scheduled work hours as identified above. Bargaining unit members who substitute for the Bus Dispatcher will be paid as follows:

- a. If the substitute is a licensed driver, they will be paid at step 0 of the Bus Driver salary schedule if they are a substitute and their current rate of pay if they are an active driver, or;
 - b. If the substitute is not a licensed driver they will be paid at Step 0 of the Secretaries Salary Schedule.
- U. A bus aide will be assigned to buses when necessary for the health and safety of students and staff.
 - V. The work schedules of bus mechanics shall be such that a mechanic is on duty or on call when buses are out on regular routes.
 - W. All work orders will be maintained in the bus garage. Daily check lists and repair forms are to be completed on board supplied forms. Repair forms shall be copied prior to submission with the employee retaining the copy for his/her record.
 - X. Substitute Caller

The Board shall establish a Substitute Caller position as a supplemental position. This position shall be responsible for fielding call offs and contacting substitutes to fill in for bargaining unit members. The position shall be compensated for up to ten (10) hours per week at the employee's regular rate of pay. Any time in excess of ten (10) hours will require Supervisor approval. The Substitute Caller shall submit time sheets identifying all hours worked. The Board shall provide a cellular phone for making and receiving phone calls.
 - Y. Substitute drivers will be paid at the zero (0) step of the salary schedule. Regular drivers who substitute on routes will receive their regular rate of pay, for such substitution.

17.1 Criminal Record Check

If the Board of Education requests or is required by law to conduct a criminal record check for any bus driver, which requires a complete set of the employee's fingerprints, the Board shall pay the cost of fingerprinting and the processing fee to the Ohio Bureau of Criminal Investigating and/or Federal Bureau of Investigation.

17.2 Drug Testing

The Board drug-testing policy as mutually agreed by the parties shall become a part of this agreement as though herein written. Any changes to this policy shall be by mutual agreement or as required by law.

- 17.3 The Board shall reimburse bus drivers and mechanics the cost of a renewal CDL not to exceed one hundred dollars (\$100.00) per employee.

ARTICLE 18 - AIDES

- 18.0 A. The work for aides/paraprofessionals shall be all days which are attendance days for students and other days as approved by the Superintendent.
- B. Workday, hourly as determined by Superintendent.
- C. One-half (1/2) hour duty-free lunch if employed on any one day beyond five (5) hours.
- D. Eligible for ten (10) paid holidays.

18.1 Definitions

Paraprofessional – Assists certified teachers with identified students based on a student's IEP.

Education Aide – Assists certified teachers with the instructional needs of non-identified students or groups of students.

Other Aides – Aides that assist other classifications or staff with normal, non-instructional duties.

18.2 ESEA Compliance Testing

The Board shall approve both the Ashtabula County ESC and State approved para-pro test as evidence of compliance with the Reauthorized Elementary and Secondary Education Act (NCLB). Educational aides and paraprofessionals who are unable or unwilling to meet the requirements set forth in NCLB will be provided an opportunity to resign. Failure to resign will result in the Board's right to terminate employment for cause.

- 18.3 The Board of Education shall reimburse the costs of certification or recertification for all Aide classification bargaining unit members.

ARTICLE 19 - FRINGE BENEFITS

19.0 General Provisions

- A. Coverage

1. The Board shall provide the level of hospitalization, major medical, prescription drug, dental and vision benefits for all employees as described in the "Schedule of Benefits" section (Appendix C) of this agreement in accordance with Article 19.2.
2. The level of insurance benefits, coverages of services shall be no less than the level specified in this Contract.
3. The Board shall provide single or family coverage as requested by the eligible employee.

B. Enrollment

1. Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Board.
2. New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day of the month following the date of employment. An employee may change coverage status from single to family or vice versa at any time. An employee not enrolled may enroll at any time for immediate coverage in accordance with current practice. Forms for changes in enrollment status shall be made available by the Board. Claim forms for each plan shall be available at the Central Office.

19.1 Each employee will be provided with a \$25,000 Group Life Insurance Policy for the duration of this Agreement. Coverage amounts may be reduced or eliminated, as required by the insurance carrier, for bargaining unit members over the age of 70.

19.2 Fringe Benefits Proration

Proration of fringe benefits shall be paid as follows:

	<u>Board</u>	<u>Employee</u>
0 – 10 hours per week	1/3	2/3
10.1 – 24.9 hours per week	2/3	1/3

All employees working at least twenty-five (25) hours per week and full-time bus drivers and transportation aides, as defined in Article 1, shall contribute the following to premium for medical, Rx, dental and vision insurances:

Family:	2015-2016	\$80 per month
	2016-2017	\$90 per month
	2017-2018	\$100 per month
Single:	2015-2016	\$40 per month

2016-2017	\$45 per month
2017-2018	\$50 per month

Redline Agreement:

Bargaining unit members who were employed on or before September 1, 2015, and who were regularly scheduled at least twenty (20) hours per week but less than twenty-five (25) hours as of that date, will continued to be deemed as full time employees for purposes of premium contribution in 1. or 2. above unless or until (a) separation from employment; or (b) the employees hours are reduced below 20 per week.

All premium contributions for bargaining unit members shall be done on a pre-tax basis and collected from the first two (2) paychecks of each month. Nine (9) and ten (10) month employees will have their premiums pro-rated to be deducted from eighteen (18) pays each year, with no more than two pays in any month.

- A. Should a twenty-five (25) or more hour per week bargaining unit member waive, in writing, their rights to dental and vision insurance on or before September 1 of any year their premium contribution shall be reduced by one-half (1/2). (See Redline Agreement above.)

Once the bargaining unit member waives their right to dental and vision insurance, the waiver shall remain in effect from year to year until the employee rescinds the waiver in writing. Rescissions shall be effective on September 1 following submission to the Treasurer's office unless the employee qualifies for immediate reinstatement under IRC Section 125.

19.3 Insurance Committee

Effective October 1 of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the association and four (4) members designated by the Board of Education. Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees.

19.4 Payment in Lieu of Insurance

Employees who are entitled to full Board paid insurance benefits and choose not to enroll in the Board's health benefits package shall receive an "opt out" payment of \$2,500.00 on a family plan and \$1,250 on a single plan for each year not enrolled. In order to receive the above payment, an employee must complete his/her contract for each school year.

The employee must indicate at the beginning of the school year that he/she will

not be receiving the insurance by submitting a written request for the in lieu of payment to the Board Treasurer prior to September 30.

Payment for such in lieu incentive shall be made in a separate lump sum payment prior to October 30 in the year following the enrollment date.

In the event that a member has a change in marital status or other qualifying event, that member may opt to re-enter the Board's insurance plan with no penalty or pre-existent conditions attached. In such event, the member foregoes any right to in lieu incentive payment in October.

This plan will comply with all applicable Federal and State regulations. All applicable taxes and withholdings will be deducted from the in lieu payment.

Married employees with both spouses employed by the district do not qualify for this plan.

ARTICLE 20 - WAGES AND OTHER COMPENSATIONS

20.0 Salaries

All employees will be compensated in accordance with the wage schedules attached. There will be a two percent (2%) increase to the base salary for all departments of each of the 2015-2016, 2016-2017, and 2017-2018 contract years.

- A. If payday falls on a holiday, checks will be delivered the last working day prior to the holiday. In the event that payday falls on a calamity day, employee paychecks will be made available on the next school/business day.

20.1 Shift Differential

Employees who start work at or after 2:00 p.m. shall receive a shift differential of twenty-five cents (\$.25) per hour in addition to their salary schedule rate. Employees who start work after 6:00 p.m. shall receive a shift differential of forty-five cents (\$.45) per hour in addition to their salary schedule rate. Differential for employees shall remain their applicable rate if employees are scheduled during the day shift over the summer. However, employees choosing to work a day shift rather than their usual shift on non-student days such as conference days during the year will not receive the differential. On voluntary transfers to day shift, no differential will be paid.

20.2 Longevity

One (1) additional day's pay shall be added to the employee's salary schedule for each five (5) years of service with Grand Valley Schools. Said longevity payment

shall be made based on seniority policy contained herein. Payment will be made upon the employee's anniversary date of employment, in one lump sum.

20.3 Call Out Pay

Employees who are called out or are requested to report prior to their normal reporting time shall be paid at the rate of time and one-half (1 ½) for all work performed with a guaranteed a minimum of one (1) hour of pay.

20.4 Report Pay

- A. Any driver who is available at the appointed time of departure for an extra trip to which they have been assigned but which trip is canceled will receive pay equal to regular afternoon route, and still maintain seniority status for next available field trip assignment.
- B. In the event a trip is canceled, one (1) hour or more prior to departure and the driver cannot be notified, such driver shall be entitled to a two (2) hour pay. For the purpose of definition, an "extra trip" is any trip which is not run on a regularly scheduled basis.
- C. Show Up

Any employee reporting for work within thirty (30) minutes of their scheduled start time when school was officially declared closed shall be paid for all actual hours worked but not less than one (1) hour pay at the employee's regular straight time in addition to any calamity pay to which they would otherwise have been entitled. Any time worked beyond one (1) hour must be authorized by the appropriate administrator.

20.5 Employee's Vehicle

Any use of employees' vehicles for school business, which is required or directed by the school system, shall reimburse the employee at the standard IRS rate.

20.6 Temporary Assignment

Bargaining unit members who are temporarily assigned to work other job classification assignments shall be paid the wage scale (set forth) for the higher class for any period of such assignment or whichever rate is the higher. Any employee may refuse temporary assignment. Superintendent shall approve all temporary assignment changes.

20.7 Wellness Grant

Any bargaining unit member whose attendance is perfect (misses no days in

respective work year assignment) shall receive a wellness grant equal to two (2) days pay his/her per diem rate of pay.

If one (1) day is missed within work year/assignment, he/she will receive a wellness grant equal to one (1) day pay on his/her per diem rate of pay.

Wellness grant payment shall be made only once to a recipient and will be payable within thirty (30) days of the last scheduled workday of the school year.

20.8 Severance Pay

All bargaining unit personnel who elect to retire and have been accepted by the State Employee's Retirement Board shall be paid a lump sum. The lump sum to be determined by the table below using accrued but unused sick leave.

25% of the first 240 days	Maximum of 60 days
241 – 256 days	61 days
257 – 272 days	62 days
273 – 288 days	63 days
289 – 304 days	64 days
305 – 320 days	65 days

Maximum number attainable is 65 days

Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or supplementary pay. Employees must file within ninety (90) days of retirement requesting severance pay on the form provided by the Board of Education. This severance pay policy shall be effective on the date this Agreement is adopted by the Board and no retroactive or deferred payments may be made.

20.9 SERS Pick-Up

The Grand Valley Local Board, herewith, agrees to pick-up (assume and pay) contributions to the School Employees Retirement Systems (SERS), upon behalf of the employees in the bargaining unit, on the following terms and conditions.

1. The amount to be picked-up and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board of Education.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage

increase or other benefit in lieu of the employer pick-up.

4. It is anticipated that the Internal Revenue Service will treat this contribution pick-up by the employer as employer contributions for annuity contracts. In the event, however, the Internal Revenue Service required payment of taxes on the amount paid by the employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

20.10 Supplemental Contracts

Beginning with the effective date of this agreement, a supplemental contract shall be issued to all employees currently holding such a position. Supplementals shall be paid at the employee's hourly rate, except the EMIS Coordinator will be paid on the basis of the state stipend. (See Attachment)

Any supplemental vacancies created during the period of this agreement shall be posted in the same manner as other vacancies.

20.11 Section 125 Plan ("Cafeteria Plan")

- A. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow employees who must make contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the GVSSP.), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage provisions of this Agreement shall be made through the Cafeteria Plan.
- B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted before September 30 of each school year and may not be revoked during the current plan year (October 1 through September 30) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by Section E below. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

C. Dependent Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
2. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$2500 per year, exclusive of any employee contributions for health care coverage, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
2. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to a third party administrator. Any administrative costs associated with a third party administrator will be borne by the Board of Education.

20.12 Severance Enhancement

Upon service retirement, any employee who has 25 or more years of service with the District shall receive a severance enhancement payment in an amount equal to ten percent (10%) of the employee's final annual salary not to exceed \$2,500.00.

20.13 403(b) Special Pay Plan

- A. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Articles 20.8 and 20.13 (collectively referred to herein as "Severance Pay") shall be paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the Date of this Agreement.
- B. The terms of the 403(b) Plan shall include the following:
1. Participation in the 403(b) Plan shall be mandatory for any employee actively employed on or after July 1, 2008, who would be entitled to Severance Pay, and also is or will be age 55 or older in the calendar year in which the employee retires.
 2. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay. The required contribution to the 403(b) Plan shall be made within fifteen (15) days of the employee's retirement, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four calendar years, in each such year not to

exceed the maximum permitted under the applicable federal income tax law for each year.

3. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG Retirement. 403(b) Plan participants shall be required to complete AIG Retirement enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Plan on behalf of the member.
 4. If an employee retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to employee's estate.
 5. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2008.
- C. If an employee is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that employee (i) will continue to be eligible for any and all severance payments payable in accordance with Articles 20.8 and 20.13. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.
- D. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the GVSSP guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to an employee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be ratified by the Board, the 30th day of October, 2015, and ratified by the Association the 29th day of October, 2015 and subsequently executed with all provisions effective July 1, 2015 through June 30, 2018.

FOR THE BOARD

Paul Hudson
President of the Board

Betty Vaino
Board Member

Robert Stolt
Board member

Lawrence A. Ballerini
Board Member

W. M. Watt
Treasurer

William R. Thompson
Superintendent

FOR THE ASSOCIATION

Paula Byle
GVSSP President

Phillip A. Dufford
GVSSP Member

Marilyn Reed
GVSSP Member

Glenn M. Bauer
GVSSP Member

Michelle Gibbons
GVSSP Member

[Signature]
Labor Relations Consultant

APPENDIX A

Grand Valley Support Personnel Association

Classified Salary Schedules

July 1, 2015 – June 30, 2018

Secretaries

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$14.83	\$15.13	\$15.43
1	1.01	\$14.98	\$15.28	\$15.58
2	1.02	\$15.13	\$15.43	\$15.74
3	1.03	\$15.28	\$15.58	\$15.89
4	1.04	\$15.42	\$15.73	\$16.05
5	1.05	\$15.57	\$15.88	\$16.20
6	1.06	\$15.72	\$16.04	\$16.36
7	1.07	\$15.87	\$16.19	\$16.51
10	1.08	\$16.02	\$16.34	\$16.66
15	1.09	\$16.17	\$16.49	\$16.82

Aides/Paraprofessionals/Monitors & Cashiers

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$14.24	\$14.52	\$14.81
1	1.01	\$14.38	\$14.67	\$14.96
2	1.02	\$14.52	\$14.81	\$15.11
3	1.03	\$14.67	\$14.96	\$15.26
4	1.04	\$14.81	\$15.11	\$15.41
5	1.05	\$14.95	\$15.25	\$15.56
6	1.06	\$15.09	\$15.41	\$15.70
7	1.07	\$15.24	\$15.54	\$15.85
10	1.08	\$15.38	\$15.72	\$16.00
15	1.09	\$15.52	\$15.83	\$16.15

Cooks

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$14.15	\$14.43	\$14.72
1	1.01	\$14.29	\$14.57	\$14.87
2	1.02	\$14.43	\$14.72	\$15.01
3	1.03	\$14.57	\$14.86	\$15.16
4	1.04	\$14.71	\$15.01	\$15.31
5	1.05	\$14.85	\$15.15	\$15.45
6	1.06	\$15.00	\$15.30	\$15.60
7	1.07	\$15.14	\$15.44	\$15.75
10	1.08	\$15.28	\$15.58	\$15.90
15	1.09	\$15.42	\$15.73	\$16.04

Maintenance

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$16.95	\$17.29	\$17.64
1	1.01	\$17.12	\$17.46	\$17.81
2	1.02	\$17.29	\$17.64	\$17.99
3	1.03	\$17.46	\$17.81	\$18.17
4	1.04	\$17.63	\$17.98	\$18.34
5	1.05	\$17.80	\$18.16	\$18.52
6	1.06	\$17.97	\$18.33	\$18.70
7	1.07	\$18.14	\$18.50	\$18.87
10	1.08	\$18.31	\$18.67	\$19.05
15	1.09	\$18.48	\$18.85	\$19.22

Food Server

Step	Index	2015-2016
0	1	\$12.28
1	1.01	\$12.40
2	1.02	\$12.53
3	1.03	\$12.65
4	1.04	\$12.77
5	1.05	\$12.89
6	1.06	\$13.02
7	1.07	\$13.14
10	1.08	\$13.26
15	1.09	\$13.39

Bus Mechanic

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$16.77	\$17.10	\$17.45
1	1.01	\$16.94	\$17.28	\$17.62
2	1.02	\$17.10	\$17.45	\$17.80
3	1.03	\$17.27	\$17.62	\$17.97
4	1.04	\$17.44	\$17.79	\$18.14
5	1.05	\$17.61	\$17.96	\$18.32
6	1.06	\$17.77	\$18.13	\$18.49
7	1.07	\$17.94	\$18.30	\$18.67
10	1.08	\$18.11	\$18.47	\$18.84
15	1.09	\$18.28	\$18.64	\$19.02

Custodians

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$15.86	\$16.18	\$16.50
1	1.01	\$16.02	\$16.34	\$16.67
2	1.02	\$16.18	\$16.50	\$16.83
3	1.03	\$16.34	\$16.66	\$17.00
4	1.04	\$16.50	\$16.83	\$17.16
5	1.05	\$16.65	\$16.99	\$17.33
6	1.06	\$16.81	\$17.15	\$17.49
7	1.07	\$16.97	\$17.31	\$17.66
10	1.08	\$17.13	\$17.47	\$17.82
15	1.09	\$17.29	\$17.63	\$17.99

Bus Drivers

Step	Index	2015-2016	2016-2017	2017-2018
0	1	\$16.35	\$16.68	\$17.01
1	1.01	\$16.51	\$16.84	\$17.18
2	1.02	\$16.68	\$17.01	\$17.35
3	1.03	\$16.84	\$17.18	\$17.52
4	1.04	\$17.00	\$17.34	\$17.69
5	1.05	\$17.17	\$17.51	\$17.86
6	1.06	\$17.33	\$17.68	\$18.03
7	1.07	\$17.50	\$17.85	\$18.20
10	1.08	\$17.66	\$18.01	\$18.37
15	1.09	\$17.82	\$18.18	\$18.54

*Servers and Cashiers will be considered cooks upon ratification of the TA. Compensation prior to ratification will be at the indicated hourly rate.

**APPENDIX B-1
GRAND VALLEY LOCAL SCHOOLS
BUS DRIVER PERFORMANCE REPORT**

EMPLOYEE _____ **DATE** _____

PERFORMANCE FACTORS

PUNCTUALITY:

	High	Low
a. Arrives early enough to do pre-service each day	5-4-3-2-1	N/A
b. Services bus before and after A.M. Route	5-4-3-2-1	N/A
c. Services bus before and after P.M. Route	5-4-3-2-1	N/A
d. Reports mechanical defects promptly	5-4-3-2-1	N/A

KNOWLEDGE:

a. Understands rules and safety regulations governing bus drivers	5-4-3-2-1	N/A
b. Obeys traffic laws	5-4-3-2-1	N/A
c. Observes safety regulations	5-4-3-2-1	N/A

ATTITUDE:

a. Willingness to accept job requirements	5-4-3-2-1	N/A
b. Willingness to accept suggestions	5-4-3-2-1	N/A
c. Willing to discuss problems with the Head Bus Driver and the Supervisor of Transportation	5-4-3-2-1	N/A

RESPONSIBILITY:

a. Keeps assigned bus clean	5-4-3-2-1	N/A
1. Outside of bus	5-4-3-2-1	N/A
2. Inside of bus	5-4-3-2-1	N/A
b. Checks seats after each run	5-4-3-2-1	N/A
c. Enforces regulations against Smoking, Drinking, Eating	5-4-3-2-1	N/A
d. Keeps accurate records of gas sheets	5-4-3-2-1	N/A
e. Keeps accurate records of reports	5-4-3-2-1	N/A
f. Maintains discipline	5-4-3-2-1	N/A

RELATIONSHIPS WITH PEOPLE:

a. Ability to get along with the public	5-4-3-2-1	N/A
b. Ability to get along with fellow employees	5-4-3-2-1	N/A
c. Ability to get along with the students	5-4-3-2-1	N/A

COMPLIES WITH:

- | | | | |
|----|---|-----------|-----|
| a. | Board of Education policies, rules, and regulations | 5-4-3-2-1 | N/A |
| b. | Immediate Supervisor's requests | 5-4-3-2-1 | N/A |

ATTENDANCE COMMENT BY EVALUATOR:

COMMENTS: Please note any areas in which the employee excels or has a needed area of growth. Suggestions for improvement must be listed.

EMPLOYEE COMMENTS:

APPRAISER: The appraiser must assign a rating of the employee's overall work performance by placing a check in one of the following spaces.

UNSATISFACTORY

SATISFACTORY

EMPLOYEE SIGNATURE _____

DATE _____

APPRAISER SIGNATURE _____

DATE _____

**APPENDIX B-2
GRAND VALLEY LOCAL SCHOOLS
EMPLOYEE PERFORMANCE REPORT**

Employee _____ **Date** _____

Position _____ **Building** _____

PERFORMANCE FACTORS

Quality of Work:		High	Low
a. Accuracy of Work		5-4-3-2-1	N/A
b. Completeness of Work		5-4-3-2-1	N/A
c. Thoroughness of Work		5-4-3-2-1	N/A
d. Neatness of Work		5-4-3-2-1	N/A
Quantity of Work:		5-4-3-2-1	N/A
<input type="checkbox"/> Exceeds Requirements			
<input type="checkbox"/> Meets Requirements			
<input type="checkbox"/> Below expected Requirements			
Knowledge:			
a. Knowledge of Methods		5-4-3-2-1	N/A
b. Knowledge of Materials		5-4-3-2-1	N/A
Learning Ability:			
a. Willingness to Adapt to New Ideas		5-4-3-2-1	N/A
Work Habits:			
a. Organizational Skills to Perform Duties		5-4-3-2-1	N/A
b. Care of Equipment		5-4-3-2-1	N/A
c. Practices Safety on the Job		5-4-3-2-1	N/A
Relationships with People:			
a. Ability to get along with the Public		5-4-3-2-1	N/A
b. Ability to get along with the Staff		5-4-3-2-1	N/A
c. Ability to get along with the Students		5-4-3-2-1	N/A
Dependability:			
a. Degree to which he/she can be relied on to do the job without close supervision		5-4-3-2-1	N/A

Attitude:			
a.	Interest in Work	5-4-3-2-1	N/A
b.	Willingness to meet job requirements and accept suggestions	5-4-3-2-1	N/A
c.	Ethical Conduct	5-4-3-2-1	N/A
Personal Fitness:		High	Low
a.	Meets the Physical Requirements that are necessary for job performance	5-4-3-2-1	N/A
Judgment:			
a.	Soundness of Decisions	5-4-3-2-1	N/A
b.	Common Sense	5-4-3-2-1	N/A
c.	Follow Directions	5-4-3-2-1	N/A
Complies With:			
a.	Board of Education Policies, Rules, Regulations	5-4-3-2-1	N/A
b.	Immediate Supervisors Requests	5-4-3-2-1	N/A

ATTENDANCE COMMENT BY EVALUATOR:

COMMENTS: Please note any areas in which the employee excels or has a low rating. If a rating is low, suggestions for improvements must be listed.

EMPLOYEE COMMENTS:

APPRAISER: The appraiser must assign a rating of the employee's overall work performance by placing a check in one of the following spaces.

UNSATISFACTORY

SATISFACTORY

EMPLOYEE SIGNATURE _____

DATE _____

APPRAISER SIGNATURE _____

DATE _____

APPENDIX C

GRAND VALLEY SCHOOL SUPPORT PERSONNEL ASSOCIATION SCHEDULE OF BENEFITS

The Maximum Allowed Amount is the amount the Claims Administrator will reimburse for services and supplies which meets its definition of Covered Services, as long as such services and supplies are not excluded under the Member's Plan; are Medically Necessary; and are provided in accordance with the Member's Plan. See the Definitions and Claims Payment sections for more information. Under certain circumstances, if the Claims Administrator pays the healthcare provider amounts that are Your responsibility, such as Deductibles, Copayments, or Coinsurance, the Claims Administrator may collect such amounts directly from You. You agree that the Claims Administrator has the right to collect such amounts from You.

Medical Benefit

Visit and day maximum limitations are combined between Network and Non-network

	In-Network	Out-of-Network
Hospital		
Inpatient Hospital Days including Biologically Based Mental Disorders	Covered at 100% of semi-private	Covered at 80% of semi-private
Miscellaneous	Covered at 100%	Covered at 80% of UCR
Hospital Utilization Review Requires	Yes; Provider responsible for contacting Anthem	Yes; Member responsible for contacting Anthem
Surgical		
Inpatient	Covered at 100%	Covered at 80% of UCR
Outpatient	Covered at 100%	Covered at 80% of UCR
Second Opinion	Covered at 100%	Covered at 80% of UCR
Pre-Admission Testing	Covered at 100%	Covered at 80% of UCR
Inpatient Physician Visits	Covered at 100%	Covered at 80%
Routine Mammograms	Covered at 100%; one per calendar year	Covered at 80% UCR; one per calendar year with an \$85 maximum
Routine OB-GYN Examinations	Covered at 100%; one per calendar year	Covered at 80% of UCR

Pap Test	Covered at 100%; one per calendar year	Covered at 80% of UCR
Routine Prostate Exams	Covered at 100%; one per calendar year	Covered at 80% for office visit; lab test covered at 100% UCR, one per calendar year
Immunizations	Covered at 100%	Covered at 50%
Hepatitis B Vaccination	Covered at 100%	Covered at 80% of UCR (includes office visit)
Routine Annual Physical Exams	Covered at 100%	Covered at 80% of UCR
Allergy Testing	Covered at 100% after \$10 office visit co-payment	Covered at 50%
Diagnostic X-ray and Laboratory	Covered at 100%	Covered at 100%
Sterilizations	Covered at 100% after \$10 office visit co-payment	Covered at 80% of UCR
Chiropractic Care	Covered at 100% after \$10 office visit co-payment; after 60 visits, medical review required	Covered at 80% of UCR
Abortions--in accordance with applicable law	Covered at 100%	Covered at 80% of UCR
Radiation Therapy	Covered at 100%	Covered at 100% of UCR
Emergency Care		
Institutional Charges	Covered at 100% after \$50 co- payment (waived if admitted) \$10 co-payment applies to urgent care facility and physician office visits	Covered at 100% after \$50 co-payment (waived if admitted) \$10 co-payment applies to urgent care facility and physician office visits
Related Charges	Covered at 100%	Covered at 100%
Non-Emergency Use of the Emergency Room		

Institutional Charges	Covered at 100% after \$50 co-payment (waived if admitted) \$10 co-payment applies to urgent care facility and physician office visits	Covered at 80% of UCR; Urgent Care facilities and physician office covered at 80% of UCR
Related Charges	Covered at 100%	Covered at 80% of UCR
Infertility Treatment	Covered at 100% for diagnosis and treatment of medical condition only	Covered at 80% of UCR for diagnosis and treatment of medical condition only
Routine Hearing Examinations	Covered at 100%; one per calendar year	Covered at 50%
Mental Health Basic Benefits		
Inpatient	Covered at 100%	Covered at 80%
Outpatient	Covered at 100%; after \$10 co-payment per visit	Covered at 80%
Drug Abuse and Alcoholism		
Inpatient	Covered at 100% of semi-private	Covered at 80%
Outpatient	Covered at 100%; after \$10 co-payment per visit	Covered at 80%
Skilled Nursing Facility	Covered at 100% limited to 180 days per calendar year	Covered at 80% limited to 180 days per calendar year
Well-Child Care	Covered at 100%	Covered at 50%
Medically Necessary Office Visits	Covered at 100% after \$10 office visit co-payment	Covered at 80%
Ambulance	Covered at 100%	Covered at 100%
Durable Medical Equipment	Covered at 100%	Covered at 80%
Orthotic Devices	Covered at 100%	Covered at 80%
Allergy Treatment	Covered at 100% after \$10 office co-payment	Covered at 80%
Outpatient Speech Therapy	Covered at 100% after \$10 office co-payment; limited to 60 visits per year	Covered at 80%; limited to 60 visits per year

Outpatient Occupational Therapy	Covered at 100% ; limited to 60 visits per year	Covered at 80%; limited to 60 visits per year
Outpatient Physical Therapy	Covered at 100%; after \$10 co-payment per visit; limited to 60 visits per calendar year	Covered at 80%; limited to 60 visits per calendar year
Home Health Care	Covered at 100%; limited to 180 visits per calendar year	Covered at 80%; limited to 180 visits per calendar year
Hospice	Covered at 100%	Covered at 80%
Routine Colonoscopy Screening under the American Cancer Society screening recommendations including: Flexible sigmoidoscopy Colonoscopy Double contrast barium enema CT Colonography	100%	Covered at 80%, lab tests covered at 100% UCR; not subject to any annual benefit limit
All other Covered Expenses Accessible Through a Network Provider	Covered at 100%	Covered at 80%
All other Covered Expenses Not Accessible Through a Network Provider	N/A	Covered at 80%
Major Medical	Calendar Year Deductible	
Individual	\$0	\$200
Family	\$0	\$400
Coinsurance	N/A	80% (unless otherwise noted)
Annual Out-of-Pocket Maximum (Excluding deductibles)		
Individual	N/A	\$1,000
Family	N/A	\$2,000
Major Medical Maximums		
Lifetime Benefits	Unlimited	Unlimited
Mental/Nervous and substance abuse		

Per treatment	N/A	No separate dollar amount
Per Calendar Year	N/A	No separate dollar amount
Per Lifetime	N/A	No separate dollar amount
Dependent Child Eligibility	To the end of the month when dependent reaches age 26	To the end of the month when dependent reaches age 26

Co-Payment Out-of-Pocket Maximum:

In network only – Medical

Individual: \$3,960.00

Family: \$7,920.00

In network only – Prescription Drugs

Individual: \$2,640.00

Family: \$5,280.00

Prescription Drug Plan

Prescription Drug Card

Retail

Generic/Brand \$5 generic co-payment
\$10 brand name co-payment

EFFECTIVE 7/1/16
Generic/Brand \$10 generic co-payment
\$15 brand name co-payment

Mail Order

Generic/Brand \$7.50 generic co-payment
\$17.50 brand name co-payment

EFFECTIVE 7/1/16
Generic/Brand \$15 generic co-payment
\$20 brand name co-payment

EFFECTIVE 7/1/17
Generic/Brand \$15 generic co-payment
\$25 brand name co-payment

Exclusions

Diaphragms, contraceptive jellies or ointments, foams or devices
Therapeutic devices or appliances
Non-federal legend drugs
Investigational or experimental drugs

A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the rate noted above. When a maintenance drug is filled at a network pharmacy four (4) or more times during the calendar year, the patient will be charged \$25 for generic and \$40 for brand drugs for a thirty (30) day supply. Effective July 1, 2016 and thereafter the patient will be charged \$30 for generic and \$50 for brand drugs for a thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.

Dental Expense Benefit

Maximum Benefit for:

Types, I, II, III Service Combined	\$2,000 per calendar year
Type IV Services	\$1,500 per lifetime

Calendar Year Deductible Amount

Per Covered Person	\$25
Per Family	\$50

Benefit Percentage for:

Type I Services (Diagnostic & Preventative, includes sealants to age 12)	100% (deductible waived)
Type II Services (Basic)	80%
Type III Services (Major)	60%
Type IV Services (Orthodontia, only for Dependent Children under 19 or if he is a Full-time student, until the date he reaches 25 years of age)	60% (Deductible waived)

Service	In-Network	Out-of-Network
Eye Exam	\$10 Copay	\$60 Allowance
Eye Exam Frequency	One every twelve months	
Contact Lens Fitting	Up to \$55 copay	Not covered
Lenses Frequency	Every twelve months	
Single Vision Lenses	\$20 copay	\$80 allowance
Bifocal Lenses	\$20 copay	\$100 allowance
Trifocal Lenses	\$20 copay	\$120 allowance
Lenticular Lenses	Not covered; rarely prescribed by Anthem	
Progressive Lenses	Standard lenses \$65 copay	Not covered
Frames Allowance	\$130 allowance then 20% off balance	\$75 allowance
Frames Frequency	Every twenty-four months	
Contact Lenses Medically Necessary	Covered in full	\$220 allowance
Contact Lenses Cosmetic	\$130 allowance then 15% off balance	\$105 allowance
Contact Lenses Cosmetic Disposable	\$130 allowance	\$105 allowance
Contact Lens Frequency	Every twelve months	
In Lieu of Lenses/Frames	Yes	

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