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**AGREEMENT**

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**between the**

**RIDGEWOOD LOCAL BOARD OF EDUCATION**

**and the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME/AFL-CIO  
LOCAL #671**

**July 1, 2015 through June 30, 2018**

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## PREAMBLE

The Ridgewood Local School District Board of Education (hereinafter “the Board”) recognizes that its primary function is to assure each boy and girl attending its public schools the highest level of educational opportunity obtainable within the resources of the district. The Board of Education also believes that high morale of the staff is essential if education of the finest quality is to prevail for the pupils of the school system and that the interests of the educational program are best served when mutual understanding, cooperation and communication exist among the Board, administration and staff. The schools must be staffed with capable classified personnel in the supporting services; therefore, the appointment, in-service training, motivation and retention of excellent classified personnel is considered a high priority.

The Board will exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction but assures the right of all members of the staff to constructively contribute their ideas through proper channels on appropriate matters without fear of reprisal.

## ARTICLE I - NEGOTIATION PROCEDURE

### Section 1: Recognition

#### A. Recognition of the Union

The Ridgewood Local School District Chapter #671 of the Ohio Association of Public School Employees, (OAPSE), an affiliate of AFSCME (AFL-CIO), is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.

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

1. Bus Drivers
2. Cafeteria Workers
3. Custodial – Maintenance Employees
4. Bus Mechanics
5. Aides
6. Utility

#### B. Secret Ballot Election

This exclusive recognition may be challenged only in accordance with the provisions of Section 4117.07 ORC.

C. Bargaining Unit

The Association's bargaining unit shall include all full-time and part-time regularly employed classified personnel excluding substitutes, secretaries, supervisor, treasurer, payroll clerk, accounting clerk, technology coordinator, and building and ground supervisor.

D. Membership in Employee Organization

Both parties recognize that classified personnel have the right freely to organize, join, or support any organization of their choosing, for their professional and/or economic improvement. Such organizations may set criteria for membership but may not exclude as members on the basis of sex, marital status, creed, or national origin.

E. Non-Discrimination Pledge

Neither the Board nor the Association shall discriminate against any employee in accordance with the requirements of both the Ohio and Federal Civil Rights Laws.

Section 2: Negotiating Procedures

A. Scope of Negotiations

This recognition constitutes an agreement between the Association and the Board in an attempt to reach mutual understanding and agreement in matters relating to salaries, hours, working conditions and other matters of economic concern.

B. Directing Requests

Requests for negotiations may be requested no earlier than seventy-five (75) calendar days nor later than sixty (60) calendar days before the expiration date of the existing agreement. Such requests shall be made to the Local Superintendent or his/her designee or to the Association President. Upon written request by either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following the request.

C. Negotiation Meetings

Following the initial meeting as described in paragraph B. above, such additional meetings shall be held as required by the parties to reach an agreement on the issue(s) or until an impasse is declared by either party.

Meetings shall be scheduled with the least interruption of school schedules; however, if meetings on duty hours are deemed mutually urgent by the Board and Association, members of the team shall be released from school duties without loss of pay to attend meetings. Negotiation meetings shall be in executive session unless mutually agreed otherwise by both parties.

D. Negotiation Teams

The designated representative(s) of the Board shall meet with the designated representative(s) of the Association for the purpose of discussion and reaching mutually satisfactory agreements. Both parties shall negotiate in good faith and should strive to reach mutually satisfactory agreements at the earliest possible date.

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators not to exceed four (4) in number which shall be inclusive of any outside consultants. Neither party shall have control over the selection of the team representatives of the other party.

E. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. One consultant may be used by each of the parties in any negotiations meetings.

F. News Release

While discussions are in process, all news releases shall be mutually prepared and agreed upon by both parties. Upon the declaration of an impasse by either party, any release prepared for the news media by either party shall be provided the other party.

G. Information

The Board and the Association agree to furnish to each other upon request and in a reasonable time, both prior to and during negotiations, all routine and regularly prepared information concerning the issue(s) under consideration.

Section 3: Agreement

A. Responsibilities

The parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize in good faith the agreed upon impasse procedures.

B. Impasse

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option to declare an impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiations issues.

3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
4. The declaring party shall prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. A copy shall be sent to the opposing party.
5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
6. The Mediator has no authority to recommend or to bind either party to any agreements.
7. Both parties agree that for the duration of this Agreement, the foregoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under O.R.C. Chapter 4117.

#### Section 4: Definitions

##### A. Negotiations

"Negotiations" means conferring, discussing, and negotiating in good faith between representatives of the Board and representatives of the Union in an effort to reach agreement.

##### B. Good Faith

"Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good Faith" requires both parties to respond to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counter proposals. "Good Faith" requires both parties to recognize negotiations as a shared process. "Good Faith" does not compel either party to agree to a proposal or make a concession.

- C. A day for purposes of this Agreement shall be a day on which the school board offices are open for business unless otherwise specified.

#### Section 5: Continuity of Service

The Association does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate either directly or indirectly in any strike, slow down, walkout, work stoppage, or other concerted interference with or the with-holding of services from the Board or any other type of activity which results in a reduction of the regular professional duties or employment obligations of any district employees.

In addition, the Association shall cooperate at all times with the Board in the continuation of its operations and service and shall actively discourage and attempt to prevent any violations of this Article. If any violation of this Article occurs, the association shall immediately notify all employees that the strike, slow down, work stoppage or other concerted interference with or the with-holding of service for the Board is prohibited.

It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action by the Board in accordance with the provisions of Section 4117.23 ORC.

#### Section 6: No Lockout

The Ridgewood Local Board of Education will not lock out any employee of the bargaining unit during the duration of this contract.

## **ARTICLE II - GRIEVANCE PROCEDURE**

### Section 1: Grievance Interpretation

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its bargaining members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all bargaining members and no reprisals of any kind shall be taken against any bargaining member initiating or participating in the grievance procedure.

#### A. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

#### B. Definition

A grievance is an alleged violation, misinterpretation or misapplication of the negotiated agreement. Termination and disciplinary suspensions without pay may also be a subject of the grievance procedure.

#### C. General Provisions

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance shall be initiated by the Union on an alleged violation that effects two (2) or more bargaining members in a like manner.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

4. A grievance shall be reduced to writing and include:
  - a. A description of the alleged violation;
  - b. the specific provision(s) of the contract alleged to be violated, misinterpreted, or misapplied;
  - c. date the alleged violation took place; and
  - d. relief sought
5. The Union may assist any bargaining unit member with processing a grievance.
6. All bargaining unit members may be represented by the Union. The Union can process grievances on behalf of any bargaining unit member(s).
7. Time limits shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
8. Failure of the aggrieved to proceed within the specified time limits when initially filing or appealing to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
9. Failure of the administration to respond in the time limit stated will mean the grievance shall proceed to the next step of the grievance procedure. (Except in situations of an emergency nature, the stated time limits may be extended by mutual consent.)
10. A grievance may be initiated by Level II when it has been determined by the building principal that the subject is not within his realm of responsibility or control.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining member having a complaint or problem, to discuss the matter formally with members of the administration through normal channels of communication.
13. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining member from using other professional or legal rights in resolving a complaint or problem.
14. A day shall be a day in which the school board offices are open for business.
15. No reprisal shall be made against any party involved in the use of this grievance procedure.
16. A grievance may be withdrawn at any level, without prejudice or record.

17. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.

## Section 2: Procedure

### A. Level I – Administration

The written grievance shall be submitted to the aggrieved's immediate supervisor with a copy being forwarded to the Superintendent and the Local President within ten (10) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved and the Local President with a written response stating his position and suggestion for resolution of the grievance.

### B. Level II – Superintendent

If the aggrieved is not satisfied with the suggestion of resolution received in Level I, he or she may within five (5) days of receipt of such written response, submit his or her written grievance to the Superintendent, with a copy being forwarded to the Local President and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved and the Local President with a written response stating his position and suggestion for resolution of the grievance.

### C. Level III – Board

If the aggrieved is not satisfied with the suggestion for resolving the grievance at Level II, (Superintendent), he or she may within five (5) days of receipt of such written response, submit the grievance to the Board of Education, with a copy being forwarded to the Local President and request a hearing to discuss the grievance.

The hearing shall be within ten (10) days of the request, and may be in executive session or open hearings as determined by the Board. The timelines for the Board hearing may be waived by mutual agreement of the parties. The grievant and/or Board may be represented by advocates of their choice.

Within five (5) days of the hearing, the Board shall provide the aggrieved and the Local President with a written response stating the Board's position for resolving the grievance.

D. Level IV – Arbitration

If the aggrieved is not satisfied with the suggested decision on the grievance, he/she shall be allowed ten (10) days to file a written appeal with the Board, with a copy being forwarded to the Local President. Arrangements shall be made between the Board and the grievant, to select an arbitrator within ten (10) days of receipt of the appeal. The arbitrator shall be chosen using the Voluntary Labor Arbitration Rules of the American Arbitration Association. Final resolutions shall be rendered as soon as possible by the arbitrator and that decision shall be binding to both the Board of Education and the grievant.

The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law.

The arbitrator may rule on procedure related to bargaining member evaluation, but shall not substitute his judgment for that of the evaluator.

The powers of the arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure.

In the event that a case is submitted to an arbitrator on which he has no authority to rule, it shall be referred back to the parties without decision or recommendation on its merits.

The cost of the arbitrator shall be shared equally by both parties.

### **ARTICLE III - LEAVES OF ABSENCE**

#### **Section 1: Sick Leave**

Employees of the Ridgewood School District shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.

Employees shall accrue sick leave at the rate of 1-1/4 days per month while under contract with the Board of Education for a maximum of fifteen (15) days per year.

Employees new to the district may transfer sick leave previously accumulated elsewhere upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 ORC.

Part-time employees regularly appointed to the specific positions by the Board of Education shall be granted proportionate benefits.

Unused sick leave may be accumulated up to 240 days. After a bargaining unit member accumulates 185 sick leave days, full-time regularly employed bargaining unit members employed 180 days or more each contract year will be paid for the non-use of sick leave days as follows:

Only 3 days used - \$90.00

Only 2 days used – \$125.00

1 or 0 days used – \$150.00

An employee must complete the school year to be eligible for this incentive.

Supplemental pay for non-use shall be distributed to eligible members in the 2nd pay in June.

Upon beginning the duties of employment, employees new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. Use of Sick Leave

Employees of the Board of Education may use sick leave for absence due to illness, illness due to pregnancy, pregnancy disability when certified by the member’s attending physician, injury, exposure to contagious diseases which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

1. For personal illness or injury, or exposure to contagious disease, an employee may use accumulated sick leave.
2. For serious illness in the employee’s immediate family.
  - a. Immediate family includes father, mother, brother, sister, wife, husband, children, foster children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other relative who resides in the home of the employee.
  - b. Sick leave can be divided into 1/4 days, when an employee has missed only part of a day.

B. Procedure

Notification in all cases shall be given by the employee to the principal or immediate supervisor before absence from duty except in extreme emergency.

C. Application and Enforcement

The Superintendent of Schools shall be the “responsible administrative official” for the application and enforcement of these regulations, and shall in all cases be guided by the

policy and procedure herein set forth. Falsification of sick leave is grounds for suspension or termination of employment under section 3319.081 of the Revised Code.

D. Workers' Compensation

If the absence of an employee is due to an accident or injury to an employee which is compensable under the rules governing Workers' Compensation, it shall be the duty of the employee to apply for such compensation, and the Board of Education shall then be liable for the difference between the compensation allowable by the Industrial Commission and the normal payments herein authorized.

E. Length of Sick Leave

If absence due to personal illness exceeds five (5) consecutive days during which the employee would normally be on duty, the Board of Education shall have authority to request a "Physician's Certificate" be completed and presented to the building principal or supervisor and hence forwarded to the Treasurer.

F. Extended Sick Leave

Extended sick leave shall be defined as any Physician Certificated necessity to use sick leave for the purposes as defined in Article III, Section I. For the purposes of this section only, extended sick leave shall be any sick leave that has been for a period of six (6) weeks or more in continuum.

Should an employee submit a request for use of extended sick leave as defined above, the Board may exercise the option of contacting the employee's Physician for further information or clarification, or request a second opinion at the Board's expense. The employee shall only be requested to sign a medical release for information relating to the current usage of sick leave. The Board shall not have the right to inquire into past illnesses nor to coerce nor intimidate the employee for further information.

If there is a discrepancy in a second Physician's opinion, and the employee's Physician, that may result in suspension, termination or a change in work assignments or duties, the Board shall pay for a third Physician Opinion. This Physician shall be agreed to by both parties.

This information will not be used, nor shared by anyone other than the Superintendent and the Board of Education. This shall not be used by any other outside entity.

Section 2: Personal Leave

- A. 1. The Ridgewood Local Board of Education grants three (3) working days per year with pay for personal leave, which days shall not be deducted from sick leave. The leave is to be non-accumulative. All arrangements for use of personal leave shall be made through the principal's office and Superintendent's office in reasonable time to allow employment of substitutes. However, in the month of May, a reason for leave must be stated.

2. All three (3) of the personal days shall have no restrictions as to usage except that they cannot be taken on consecutive days without Superintendent approval, or to work another job, including self-employment.
  3. In case of an emergency the Superintendent and/or his/her designee shall be informed by telephone with a written statement relating the circumstances surrounding the emergency filed upon his/her return to duty.
  4. All personal leave shall be restricted to no more than two (2) employees per classification being granted personal leave on the same day except in cases of an emergency. In cases of emergency, the employee must inform the Superintendent and reveal the nature of the emergency before approval may be granted.
- B. Full-time regularly employed bargaining unit members employed 180 days or more each contract year may add all unused personal leave days to their sick leave accumulation until the maximum accumulation is reached unless the employee used five (5) days of short-term unpaid leave during the contract year. The bargaining unit member may instead opt for payment at the rate of seventy dollars (\$70.00) for each unused personal leave day if they choose to do so. The bargaining unit member cannot use both options. An employee must complete the school year to be eligible for this incentive.
- C. Bereavement Leave
1. An employee may use sick or personal leave or a combination for 3-5 days for death:
    - a. in immediate family as defined under sick leave
    - b. other relative or a friend who is considered very close to the employee may be approved by the Local Superintendent.
  2. Leave can be for three (3) to five (5) days. The fourth and fifth day if extenuating circumstances prevail.

### Section 3: Unpaid Leave

The Board shall grant unpaid leave of absence in keeping with the following:

- A. Unpaid leave of absence shall be granted not to exceed two (2) years; normally such leave shall be granted according to semester time periods for the following:
1. personal injury
  2. personal disability

- B. Unpaid leave of absence shall be granted not to exceed one (1) school year; normally such leave shall be granted for a period not to exceed one (1) semester:
  - 1. Maternity
  - 2. Other reasons as agreed to by the Board
- C. Request for unpaid leaves of absences other than for medical or workers' compensation purposes should normally occur the last thirty (30) days prior to the end of the current school year for which said leave is requested. The reasons for the leave shall be stated in the request.
- D. Employee's names on an unpaid leave of absence, shall be carried on the roster and may continue group insurance benefits by exercising their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- E. An employee returning from an unpaid leave of absence shall retain seniority rights and shall be placed on the appropriate step of the salary schedule, but shall not receive salary schedule credit for the time on unpaid leave status.
- F. Requests for unpaid leaves for personal injury and personal disability shall be accompanied by a physician's statement certifying the need and the approximate length of time said leave should be granted.
- G. An employee returning from workers' compensation or medical leave shall be placed in a position in the same classification closest to the hours held prior to the leave.

#### Section 4: Association Leave

Approved representatives of the Association shall be granted a maximum of six (6) days to attend local, regional, and state business meetings upon the approval of the Local Superintendent. In addition to the approved number of delegates of the Association, any bargaining unit member holding a District or State Office, upon written request and approval of the Local Superintendent, shall be granted a maximum of three (3) days to attend the State Convention. The Association shall be responsible for paying all expenses incurred by the representative attending such meetings. The Board of Education will pay the cost of any substitute required for employees taking approved Association Leave.

Employees on evening or night duty during monthly Association meetings shall be released from duty a maximum of two (2) hours to attend the meetings but shall be required to return to duty after the meetings and work his/her required number of duty hours without extra pay.

### Section 5: Civic Leave

- A. Military leave with pay for extended periods of time.
- B. Military leave without pay for extended periods of time.
- C. Serving in a public capacity such as jury duty, witness, defendant, and related activities, so long as the employee is not appearing as a witness or party adverse to the Board. If an employee serves on jury duty, they shall be paid full salary minus all monies from jury compensation while serving in that capacity.

### Section 6: Assault Leave

Assault leave with pay will be available to members of the bargaining unit who are unable to perform their assigned duties because of injury or illness caused by an assault on said member while he/she was performing his/her assigned duties, or sponsored activity in which the assault was the direct result of an incident which occurred while the member was performing his/her regularly assigned duties. All such leave will be subject to the following provisions:

Assault leave under this provision shall not be charged to sick leave.

Such paid leave will be limited to a maximum of twenty (20) working days per school year.

The bargaining unit member will be maintained on full pay status with fringe benefits during this period of paid assault leave.

If, upon exhaustion of paid assault leave of twenty (20) days, the bargaining unit member is still unable to perform his/her duties, he/she shall be eligible for paid sick leave, if available; workers' compensation; or disability leave of absence at the discretion of the employee and/or in accordance with the provisions of this Agreement.

Employees shall be reimbursed for damages to personal property caused by an assault while performing their assigned duties. However, employees assaulted while performing their assigned duties shall file charges against their assailant if requested by management for damages and personal injury.

### Section 7: Short-term Unpaid Leave

Upon written request, a member may be granted a short-term unpaid leave up to a maximum of five (5) days per contract year for reasons other than those which may be granted under sick leave or personal leave. Said request for short-term unpaid leave shall be submitted in writing with the reason for the request to the Local Superintendent for approval at least five (5) work days prior to the date of taking such leave. Said leave must be taken in full day increments.

Under extenuating circumstances, the Superintendent may approve unpaid extended leave of up to 15 days, without loss of benefits.

### Section 8: Perfect Attendance Incentive

The Board shall pay one days pay for zero use of sick and personal leave. To be eligible, an employee must have at least 90 sick leave days. Jury duty; vacation; training; professional development and dock days for bus drivers who take trips shall be excluded from calculating perfect attendance.

## **ARTICLE IV - CLASSIFIED SEVERANCE PAY**

### Section 1: Severance Pay

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

### Section 2: Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

- A. The individual retires from the school system.
- B. Retirement – disability or service retirement under any state or municipal retirement system of this state.
- C. The individual must be eligible for disability or service retirement as of the last day of employment.
- D. The individual must within 120 days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
- E. Must have not less than five (5) years of service with this school district, the state or its political subdivisions.
- F. Must sign for severance check certifying all eligibility criteria have been met.
- G. The above referenced severance pay shall be made payable to the member's beneficiary or estate of the bargaining unit member who is eligible for severance but who dies while actively employed by the Ridgewood Local School District.

### Section 3: Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

- A. Multiplying the employee's accrued but unused sick leave by one-fourth.
- B. Multiplying the product times the per diem rate of pay appropriate for the individual's placement on the base salary schedule.

- C. The amount of benefit calculated in steps one and two shall not exceed the value of sixty (60) days of accrued but unused sick leave.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

EXTRA SEVERANCE – Employees with 240 days accumulated sick leave shall earn the following extra severance days on an annual basis:

0 sick days used	3 days extra severance pay
1-3 sick days used	2 days extra severance pay

Extra severance not to exceed ten (10) additional days.

## ARTICLE V - CONTRACT SEQUENCES

### Section 1: Sequence of Contracts

- A. Newly hired bargaining unit employees shall serve a probationary period of 120 workdays during which they may be dismissed without cause and without resort to the grievance procedure. At the conclusion of the probationary period, the employee's system and classification seniority dates shall be calculated from the first day the employee worked.
- B. Regular classified school employees who successfully complete their probationary period, including regular hourly rate and per diem employees, shall enter into a one (1) year contract for their employment.

For employees hired between January 1 and June 30, the first employment contract shall expire June 30 of the following school year. For employees hired between July 1 and December 31, the first employment contract shall expire on June 30 of the current school year.

If such employees are rehired, their subsequent contract shall be for a period of two (2) years.

- C. After the termination of the two (2) year contract provided in division B. of this section, if the contract of a classified employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the classified employees of the entire district.
- D. Any classified school employee may terminate his/her contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Treasurer of the Board.

- E. A person hired exclusively for the purpose of replacing a classified school employee while such employee is on leave of absence granted under Section 3319.13 of the Revised Code is not a regular classified school employee under this section.
- F. The parties intend that the provisions of this Article supersede and take the place of O.R.C. §3319.081.
- G. All employees currently under contract as of January 1, 2013, shall be grandfathered before implementation of this agreement.

#### **ARTICLE VI - TRANSFER AND PROMOTION PROCEDURE**

Notice of any vacant or newly created classified position within the school district shall be posted for three (3) working days from the time the position is newly created or vacated, if the Board of Education decides to fill this position, and it shall be posted to the members in writing in each building. A notice of all classified vacancies or newly created positions shall be e-mailed and put in the inter-district mail during the school year and U.S. mail during the summer to the Association President. All posted positions shall be acted upon within forty-five (45) days of the posting and will be assigned with reference to the required starting date of the position. The posting shall contain the job title, location, job description, possible effective date, months per year, (9 or 12) and the time schedule to be worked.

Except for positions for which a skills test is administered, a vacancy in a specific classification will be awarded to the most senior applicant within the classification. Any vacancy not filled from within the classification shall be open to applicants from other bargaining unit classifications. The Local Superintendent shall select the best qualified applicant with the approval of the Board of Education. If, in the judgment of the Local Superintendent, two or more applicants from the bargaining unit are equally qualified for the position, the most senior applicant will be selected using system seniority. If, in the judgment of the Local Superintendent, there are no qualified bidders from within the bargaining unit, the Board may employ an applicant from outside the bargaining unit.

The Board may establish a skills test with Union input for each position. The test must be related to the requirements of the position, and the same test will be administered to all applicants, both in and outside the classification, for the vacant position. The applicant who achieves the highest passing score on the test shall be awarded the position. If two (2) applicants are equally qualified it shall go to the senior employee.

No employee shall be entitled to health insurance benefits by virtue of hours worked in a second position. However, any employees currently receiving insurance for dual positions as of July 1, 2005, shall maintain such as long as they remain in both positions, including until a recall should expire under Article VIII, should they be in a RIF situation.

No employee shall have a regular workweek in excess of forty (40) hours by virtue of contracted hours worked in a second position.

All employees in the bargaining unit are responsible for updating in writing information needed to contact them in the summer for any postings, including a telephone number and address where they may be reached before departing for the summer. All employees so notifying the Local Superintendent shall be contacted either in writing or by telephone of any vacancy or newly created position for which he/she has expressed a desire to be considered. Hiring and assignment of all new personnel is the responsibility of the Local Superintendent. This shall be limited only by the terms and conditions of this negotiated agreement.

A. Experience Transfer

Employees transferring from one classification to another shall be able to transfer a maximum of four years of experience placing him/her at the fifth (5<sup>th</sup>) year on the salary schedule.

B. Probationary Period

An employee that bids into another classification shall do so subject to the following conditions:

1. The employee shall be subject to a probationary period of thirty (30) working days, and may at any time during that period be reassigned to his/her former position without loss of seniority.
2. During the thirty (30) working day probationary period an employee may return to his/her former position without loss of seniority.
3. The position formerly held by the transferring employee will not be considered vacant until the successful completion of the probationary period.
4. Employees bidding on the vacancy shall be notified of the outcome of the bid, in writing, with a copy to the Local President.
5. For purposes of this Article head cook, cook and cafeteria aide are considered different job classifications.

C. Extra Work

Extra work will be posted and offered to employees within the same classification by seniority, to be paid at minimum wage, if the extra work does not require the employee to receive overtime and the schedule for the extra work does not conflict with the employee's current schedule.

**ARTICLE VII - SUCCESSOR CLAUSE**

In the event that a merger, consolidation or reorganization of any type results in employees of a different school district being employed by this Board, the terms and conditions of this Agreement shall be binding on those employees being transferred to this school district.

Before any merger, consolidation or reorganization is effectuated, the Board shall notify the Union, in writing, at least sixty (60) days in advance of any contemplated merger, consolidation or reorganization.

### **ARTICLE VIII - REDUCTION IN FORCE**

If it becomes necessary to reduce the number of employees or the number of hours in a job classification due to abolishment of positions, financial reasons, lack of work, the closing of schools, or any other reasons set forth in O.R.C. §3319.17, the following procedure shall govern such reductions.

Affected employees shall be reduced according to seniority. Affected employees shall be allowed to bump a less senior employee within the same classification based on classification seniority. In the event an affected employee is the least senior in the classification, he/she may bump into the next lower classification within the series based on system seniority. No upward bumping shall be permitted. In the case of an employee having to bump into the next lower classification within the series, if another reduction in force takes place series seniority shall prevail over classification seniority for purposes of the reduction. If an affected employee is the least senior in the series, he/she may bump a less senior employee within another classification provided he/she had been contracted to work in the classification for at least two (2) years within the previous five (5) years based on system seniority and if he/she currently possesses any necessary licenses/certification for the position.

The following classifications included in the bargaining unit shall be used for the purpose of defining series/classifications in the event of a reduction:

- A. Transportation Series
  - Bus Mechanics
  - Bus Drivers
  
- B. Cafeteria Series
  - Head Cooks
  - Cooks
  
- C. Custodial/Maintenance Series
  - Maintenance
  - Custodial/Groundskeeper
  - Part-time Custodian
  
- D. Aides
  
- E. Utility Person

Consideration shall be given to June 1 as being the effective date for reductions. Each employee to be reduced shall be given ten (10) days advance written notice of the reduction. Each notice shall state the following:

- A. Reasons for staff reduction
- B. Effective dates of reduction
- C. A statement advising the employee of his/her rights concerning reinstatement
- D. A copy shall be given to the Local President.

The affected employee's name shall be carried for reinstatement for a period of twenty-four (24) months from the effective date of the reduction in force. If an employee is recalled during this period, such employee shall retain all previous accumulated seniority, all rights related to salary, and fringe benefits. In the event of a recall, the Union shall be notified as soon as possible. The notice of reinstatement shall be made by certified mail with a copy to the Local President.

Recall of employees shall be to the job classification held at the date of the reduction. Reinstatement in each classification will be according to seniority with the most senior employees being offered recall first.

The position available shall first be posted and bid as provided in Article VI within the classification only. If no current employee within the classification with more seniority than the employee on the recall list takes it, the employee on the recall list with the most seniority in that classification shall be offered reinstatement.

An employee being offered reinstatement shall have ten (10) days from the date of receipt to respond to the Local Superintendent. The response shall be in writing. It is the responsibility of the employee involved to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement shall be removed from the reinstatement list. If a position is not filled by an employee belonging to the classification in which the reduction occurred, an employee from one of the other classifications may apply and be considered for the position if the employee has proper certification or qualifications.

There shall be no reduction in salary upon reinstatement or reassignment to a position in the same classification. However, members applying and recalled and reassigned to a different classification, the salary shall be determined according to the provisions of Article VI.

The custodial classification shall be separated into full-time and part-time for the purpose of this Article. Full-time shall mean the employee works twelve (12) months a year and eight (8) hours per day and part-time shall mean the employee works less than twelve (12) months per year and less than eight (8) hours per day.

## **ARTICLE IX - RIGHTS OF INDIVIDUALS**

Nothing in this Agreement shall prohibit any classified employee from presenting views or grievances which affect his status in the district to the Local Superintendent or to the Board in accordance with established procedures. Negotiations, however, shall be conducted according to the provisions of this Agreement.

## **ARTICLE X - ASSOCIATION RIGHTS**

The Association may be provided the following rights while serving as the exclusive representative of the members of the bargaining unit:

- A. The President of the Association shall have the right to visit all schools in the district for the purpose of carrying out Association business. However, such visits shall be made upon prior notification to the school principal and shall not interrupt or interfere with his/her assigned duties and responsibilities nor shall such visits interrupt or interfere with the assigned duties and responsibilities of any employee in the school district.
- B. The Association shall be provided one bulletin board in each building for the purpose of posting notices and other materials relating to Association activities. Said space shall be assigned by the appropriate building administrator and/or supervisor.
- C. The Association may be permitted to use the school facilities for regular Association meetings provided said meetings do not interfere with the regularly scheduled activities of the school district. Requests for the use of school facilities shall be made in accordance with the Board School Facility Use Policy.
- D. Upon permission of the Building Principal, the Association Building Representative or his/her designee may use school office equipment when such equipment is not otherwise in use. Only qualified, experienced Association members may be permitted to use school office equipment. The Association shall reimburse the Board for all consumable materials.
- E. The Association shall be provided the opportunity to address the Board at regular board meetings on a specific item upon request to the Superintendent at least forty-eight (48) hours in advance. Time allotment shall be determined by the President of the Board.

## **ARTICLE XI - MANAGEMENT RIGHTS CLAUSE**

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities, both expressed and implied, conferred upon and vested in it in accordance with, but not limited to, the provisions of Section 3313.47 and 4117.08 (C-1 through 9) and related statutes of the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by the specific and express terms of this Agreement, to the extent such items may be legally negotiated.

### **ARTICLE XII - DISCIPLINE AND SUSPENSION**

Any employee in the bargaining unit who is requested by his/her supervisor to meet for a conference for the purpose of issuing an oral or written reprimand shall have the right to have a person of his/her own choosing in attendance.

No formal disciplinary action (suspension/termination) shall be taken against any employee without the employee having a hearing with the Superintendent. The employee shall have the opportunity of Union representation if he/she chooses. Discipline shall be for just cause. The Board further agrees that no employee will be reprimanded in the presence of any other employee, students, or parents of students. If the employee is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation.

The decision of the Superintendent may be appealed to the Board at their next regular board meeting. Such appeal shall be held in executive session. If the decision of the Board is appealed, it must be appealed to arbitration.

### **ARTICLE XIII - COMPLAINT AGAINST A BARGAINING UNIT MEMBER**

Should a complaint be made against a member of the bargaining unit, the member shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and bargaining unit member shall attempt to resolve the concern.

### **ARTICLE XIV - INSURANCE PROGRAM**

#### **Section 1: Group Employee Insurance Program**

The Board of Education will pay the premium costs for employee group life, dental, hospitalization, surgical, and major medical insurance programs for members of the bargaining unit except as specified below. The Board and the Association agree to make changes to the health insurance plan.

The Board will provide term life insurance coverage of \$25,000 with the right to purchase an additional \$25,000 provided the carrier approves.

The Board will provide that portion of the \$25,000 group term life insurance coverage that the group policy will provide for employees attaining the age of 70 years.

The employee share of the monthly premium for the medical and dental insurance program shall be nine percent (9.0%) for the 2015-16 school year, and nine and one-half percent (9.5%) for the 2016-17 school year, with a reopener for the 2017-18 school year. Said premium will be calculated from the maximum costs and shall include employee group dental, hospitalization, surgical, major medical, emergency, and Rx programs (referred to as health insurance below). The Board agrees to set a \$100,000.00 premium renewal benchmark. The Board will pay the first \$100,000.00 of the health insurance renewal on the maximum amount. In the event the renewal of premiums are in excess of \$100,000.00, the Association agrees to:

- A. Re-open this Agreement pertaining to the health insurance schedule of benefits. Any plan design changes must reduce the Board's renewal exposure to at or below the \$100,000.00 benchmark of the previous year maximum cost.
- B. The Association acknowledges that any changes done by the Board including but not limited to: the fixed cost, the specific stop loss, aggregate stop loss and/or any other administrative cost does not go to reduce the established \$100,000.00 benchmark.

The Board will implement a Section 125 Plan. The Board will make available flexible spending accounts (FSA) to which employees may contribute.

#### Section 2: Termination

An employee's insurance coverage will terminate on the effective date of his/her resignation.

#### Section 3: Approved Leave of Absence

Employees on leave of absence approved by the Board of Education shall be carried on payroll records for insurance purposes and may continue group insurance benefits by exercising their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### Section 4: Eligibility

The Board shall "grandfather" those members receiving insurance coverage during the 2007-2008 contract year.

Employees hired after July 1, 2008, and employees not receiving insurance on July 1, 2008 are not eligible for medical and dental insurance unless they work thirty-two (32) hours or more in one position to receive medical and dental coverage, as set forth above, at the rate provided in Section I above.

For drivers hired prior to 1/1/98, supplemental routes alone do not qualify for insurance.

The Board will contribute to only one family plan in the event both spouses are employed by the Board and eligible to participate in the Board-approved insurance program.

Effective July 1, 2015, the insurance plan shall be as follows:

Preferred Provider Organization (PPO)  
\$500/\$1,000 in network/ \$1,000/\$2,000 out of network deductible  
Precertification required.  
Hospital PPO – 80%/20% in network and 50%/50% out of network  
other charges such as outpatient, diagnostic, prescriptions, doctors, etc.

Four-tier prescription drug program:

Retail: Generic \$10.00;  
Formulary \$25.00;  
Non-Formulary \$50.00  
Specialty 25% of Rx not to exceed \$150.00 per Rx

Mail Order: Three-month supply  
Generic \$20.00;  
Formulary \$50.00;  
Non-Formulary \$100.00  
Specialty 25% of Rx not to exceed \$300.00 per Rx  
Maximum Out-of-pocket: \$600.00 per year

Lifetime maximum of Two Million Dollars.

The prescription deductibles and out-of-pocket maximums are not applicable to the medical deductibles and out-of-pocket maximums.

#### Section 5: Flexible Spending Account

The Board will contribute to a flexible spending account (FSA) for each employee who is eligible for health insurance benefits. The contribution amounts are as follows:

\$250 for a single plan  
\$500 for a family plan

Employees who are eligible for the Board's insurance coverage but decline such coverage are eligible to receive a \$250 (single plan) or \$500 (family plan) FSA payment.

Employees with spouses who are also employed by the Ridgewood Local School District and are covered under the Board's family plan will not be eligible for a FSA payment.

**ARTICLE XV - SALARY, PAY DAYS, DEDUCTIONS AND HOLIDAYS**

Section 1: Paid Holidays

12 Month Employees

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Thanksgiving Day and day after
- Christmas Day and day before or after
- New Year's Eve Day

9 and 10 Month Employees

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

If a make-up day is scheduled for a 9 or 10 month employee on one of the above holidays, the employee shall receive regular pay for working the holiday.

If a make-up day is scheduled for a 12 month employee on one of the above holidays, the employee shall be permitted to take a different day off at a later date to be agreed upon.

Employees who have a combination of two or more positions to equal eight (8) hours per day and work twelve (12) months per year in at least one of the positions shall receive paid holidays under the 12 month employees paid holiday schedule.

Section 2: Pay Days

All employees' pay shall be calculated and paid in twenty-six (26) equal payments with the exception of years when a different number of equal payments is necessary to fit the biweekly pay schedule between the beginning of one school year and the beginning of the next school year. If a change from twenty-six (26) equal payments is necessary, the District Treasurer will inform all members of the bargaining unit in advance of the first pay affected. Payments will still be made in equal payments.

When pay day falls on a holiday, the preceding day shall be pay day, the employee receiving his pay during the normal hours of his shift.

All bargaining unit members agree to be paid by direct deposit with notification from the Board by email

If the teachers agree to twenty-four (24) payments, the classified staff will be paid in twenty-four (24) payments.

### Section 3: Dues Deduction

- A. The Board agrees to deduct annual dues from the pay of employees who authorize deductions in writing and submit to the Treasurer no later than September 1. The deduction shall be made in equal installments from two (2) pay checks only each month starting with the first pay in September. The Board Treasurer will send all dues deducted to the OAPSE State Treasurer monthly along with the names and amounts for whom dues have been deducted.
- B. The Association shall inform the Board Treasurer by September 1 of each year as to the amount of dues to be deducted.
- C. Employees may request dues deduction at any time. The amount of dues shall be determined by the OAPSE Treasurer. Dues deductions will begin the second pay check after the request is received by the Treasurer.
- D. Dues deductions shall be continuous from year to year unless authorization is revoked in writing by the individual employee. Such authorization may only be revoked during the twenty (20) day period immediately preceding the expiration of the agreement.
- E. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- F. Fair Share Fee
  - 1. In accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code and as a condition of employment, each bargaining unit member as defined in Article I of this Agreement who is not a member of the Association by the sixtieth (60th) calendar day after his/her initial day of employment, whichever is later, shall have equal payroll deductions beginning with the first (1st) pay in September, a "fair share fee" equal in amount to the dues paid by members to the Association and its affiliates. The Association shall provide the Treasurer a list of names of those unit members who are not members of the Association and the total amount of the "fair share fee" to be deducted for each.
  - 2. The Association shall provide reasonable notification to classified employees of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of the fee. The fee shall be confined to chargeable expenditures which represent dues allocated to the cost of negotiating and administering the collective bargaining agreement.

3. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code for challenging the amount of the representation fee. This procedure shall be given to each member of the bargaining unit who does not join the Association. This notice, procedure, and rebate shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and Ohio. The procedure shall provide for a prompt decision by an impartial decision-maker in the event any moneys or fees are disputed. Upon demand, non-members may apply to the Association for immediate advance reduction of the "fair share fee" in accordance with the internal rebate procedure adopted by the Association. The advance reduction shall be in the proportionate amount of moneys expended for partisan political or ideological purposes not germane to the Association's involvement in collective bargaining. The Association shall escrow all disputed moneys until properly resolved.
4. The Association agrees to hold the Board harmless in any suit, claim, or administrative proceedings arising out of or connected with the imposition, determination or collection of "fair share fees" and to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding provided the following conditions are met:
  - a. The Board shall notify the Ridgewood OAPSE Chapter #671 President in writing within ten (10) work days, exclusive of holidays recognized by the Board, of any claim made or action filed against the Board of which indemnification may be claimed.
  - b. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.
  - c. The Board and/or its representatives agree to:
    - (1) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings.
    - (2) Not knowingly or willingly violate the implementation of this provision of the Agreement.
5. The Board agrees to accompany each transmittal of dues and fees to the Treasurer of the Association with a list of those members from whom "fair share fees" have been deducted.
6. A bargaining unit member may terminate membership by giving the Treasurer of the Board written notice of cancellation during the 20 day revocation period of Section III D. above. The Treasurer shall notify the Association of the withdrawal of membership and automatically deduct the "fair share fee" in accordance with the provisions of this section.

#### Section 4: Extra Duty Pay

Whenever an activity (e.g., sports contests, dances, banquets, graduations. Exception: business meetings or activities that take place when another cook or custodian, already assigned to their regular work schedule are in a school building, and management opts not to use additional cooks or custodians) takes place in a school building, a custodian or cook shall be on duty. Extra work shall be rotated by building starting with the senior custodian or cook, whichever is applicable, in the building (rotation shall commence at the start of each school year).

Cooks and custodians employed by the Board of Education for the purpose of this Article shall be paid their regular hourly rate when scheduled to work for outside organizations renting school facilities unless it constitutes an over forty (40) hour week, which shall then be computed at time and one half their regular hourly wage. The minimum shall be two (2) hours. The fee is to be paid to the Ridgewood Board of Education.

Employees requested and approved to work for groups renting the school facilities shall be paid their extra duty pay at the next regular pay date if the Treasurer deems it feasible, but in no event later than the second pay date following the date of the scheduled activity.

The Board is under no obligation to offer extra duty pay, under this Article, if the following groups are using the school facilities:

Lions, Rotary, Chamber of Commerce, Church Groups, Granges, Alumni Groups, Women's Clubs, Scouts, or OAPSE Local #671 providing they are supporting the students or the school through various programs.

However, if the organization determines a need for cooks or custodians and management chooses to offer extra duty pay, the compensation for such shall be the same as above. The only time an employee may be used for these outside groups as listed above, without compensation is if the employee is a member of said group and wishes to work that particular event without compensation. However, for purposes of this Article the employee shall be considered in work status and protected from liability and injury by the Employer.

#### Section 5: Ridgewood Local School Board Pick up of Bargaining Unit Members SERS Contributions

The Ridgewood Board of Education proposes the utilization of the reduction method regarding contributions to the School Employees Retirement System paid by classified employees under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each employee shall be equal to total SERS employee contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

- B. The pick-up percentage shall be uniformly applied to all members of the bargaining unit as a condition of employment. Employees are individually responsible for reviewing the relationship between the “pick-up” and their other tax deferred arrangements, if any.
- C. The pick-up shall become effective January 1, 1987, and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and workmen’s compensation shall be based on the employee’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee’s contract).

Section 6: Overtime Provisions

- A. Employees shall be paid at the rate of one and one half (1 1/2) times their regular hourly rate for all authorized hours worked beyond forty (40) hours per week.
- B. Approved leaves of absence shall not be counted toward the forty (40) hours worked in one week.
- C. Approved holidays and calamity days shall be counted toward the forty (40) hours worked in one week.
- D. All overtime must be approved in advance by the unit member’s immediate supervisor and/or Local Superintendent.

Section 7: Call in Pay

Employees called in to work outside their regularly scheduled hours shall receive a minimum of two (2) hours pay for two (2) hours worked. If the work from the call-in is completed prior to the two (2) hours, the employee may check out and be paid for the hours actually worked or remain at the work site and find additional items of work (as determined by the supervisor) until the two (2) hours have been worked.

Section 8: Vacation

The following vacation schedule shall be established for 12 month employees, including employees working in two (2) or more positions for twelve (12) months:

- |    |                               |         |
|----|-------------------------------|---------|
| A. | 1 through 8 continuous years  | 10 days |
|    | 9 through 14 continuous years | 15 days |
|    | 15 or more continuous years   | 20 days |

For employees working in two (2) positions, only one of which is a twelve (12) month position, vacation days shall only be for the hours worked each day in the twelve (12) month position. If such employee takes vacation when working eight (8) hours per day in the twelve- (12) month position, the employee shall be entitled to vacation of eight (8) hours per day for each day of vacation.

- B. Years worked prior to becoming a twelve (12) month employee, working in two (2) or more positions does not count towards paid vacation.
- C. Eligible members of the bargaining unit must be employed one (1) full year (260 days) on a continuous basis before earning the above vacation days.
- D. Members hired during the contract year shall be eligible for vacation leave on a pro-rated basis at the conclusion of his/her contract year.
- E. Twelve (12) month employees working in two (2) or more positions will only receive the number of vacation hours per day as their contracted hours when vacation days occur.
- F. Members eligible for vacation will be permitted to take vacation days during the school year upon the approval of the Superintendent.
- G. Vacation carryover is limited to twenty (20) days upon approval of the appropriate supervisor.

#### Section 9: Miscellaneous Provisions

- A. Employees assigned to work in a higher paid classification for a period of five (5) days or more shall receive the rate of pay for that classification at the step he/she is currently assigned in his/her classification beginning with the sixth day of assignment.
- B. Current bargaining unit members will be given first opportunity to substitute in their classification within their assigned building provided it does not result in overtime pay.

### **ARTICLE XVI - CALAMITY DAY PROCEDURES**

On calamity days, the day custodian of each building shall report to work. All custodians and other employees may be called to work. Unless other arrangements are approved by the Local Superintendent, the following members of the bargaining unit shall report to work on calamity days:

- A. all day custodians
- B. maintenance personnel
- C. bus mechanic

All other classified personnel will be required to make up all days of school closure after five (5) calamity days or hourly equivalent. There shall be no additional compensation for make-up days.

Personnel reporting to work on a calamity day will receive one (1) day off for each calamity day worked. All calamity day accrued time shall be used during the following summer prior to the start of a new school year.

Make-up time may be accomplished by:

- A. Public works on a computer;
- B. Work before or after an employee's shift within classification with approval of supervisor;
- C. Work outside the employee's classification with the approval of supervisor;
- D. Bus drivers who have left home for work for morning routes before a delay of school is declared may apply the time before the delay day. Drivers shall be notified by 5:00 a.m. of a two (2) hour delay or close;
- E. In-services scheduled by the Administration. Such in-services do not qualify for extra pay for in-services outside the normal work day.

#### **ARTICLE XVII - PERSONNEL FILES**

An employee shall have the right to review the contents of his/her personnel file upon reasonable request.

Each employee shall have a copy of any material placed in his/her personnel file except confidential employment information. Each employee shall have thirty (30) days after the receipt of a copy of the material to be placed in his/her file to attach any statement or response to the material.

No unsigned material other than employment information shall be placed in an employee's personnel file.

#### **ARTICLE XVIII - JOB DESCRIPTION**

Members of the bargaining unit shall be provided a copy of their job description upon employment, transfer to another classification and/or change in assignment by the Board.

Members shall be notified by the Superintendent of any changes in their job description.

From time to time job descriptions will be reviewed with input from the Union. Final determination of the job description and qualifications rests with the Board of Education.

## ARTICLE XIX - BUS DRIVER LICENSING

- A. The Ridgewood Local Board of Education will pay any difference in the fee reimbursement schedule established by the Muskingum Valley Educational Service Center to pay for the physical examination required to update the license of each regular bus driver employed on the effective date of this Agreement.
- B. Each bus driver employed by the Board shall be required to comply with all licensing requirements of the State of Ohio and the Ohio Department of Education to be employed or to remain in the employment of the Ridgewood Local Board of Education each contract year.
- C. The Board will pay \$50.00 to each driver or Judge participating at each level of the Regional or State School Bus Safety Road-E-O. The Board will reimburse driver's for expenses and mileage incurred at the State and National levels of the School Bus Safety Road-E-O. Reimbursement will be according to Board Policy.
- D. The Board will pay a maximum of \$30.00 toward the cost of bus driver licensing fees upon presentation of proof that the license has been renewed. If the driver leaves employment with the Board prior to one (1) year of service after the renewal, the fee will be deducted from the last paycheck or the driver shall reimburse the Board the fee.
- E. Qualifying high scores on ROAD-E-O, or completion of Advanced Course shall receive \$100 once per each recertification period.
- F. Bus Driver Inservice: Each bus driver will be required to participate in 4 hours of inservice each year. Such inservice will be paid at \$10 per hour upon completion of the required 4 hours training if outside his/her regular workday.

## ARTICLE XX - EXTRA DRIVING ASSIGNMENTS

- A. At the beginning of each school year, bus drivers shall indicate in writing their desire to drive extra driving assignments. The Transportation Supervisor shall prepare a list on the basis of seniority of all drivers so indicating their desire to drive extra driving assignments. The list and trip assignments shall be available for review at the bus garage for the entire school year.
- B. A listing of all extra driving assignments shall be posted in the bus garage on Friday by 8:30 a.m. All drivers that are interested in taking trips are to report to the bus garage on Monday at 8:30 a.m. on the week prior to when the trips are to be run, except when school is not in session in which case the posting shall occur on Tuesday at 8:30 a.m. of that week. When your name comes up on the rotation list, you can sign up for extra trips, or list your choices of trips on the sheet, or you are passed. The trips shall immediately be assigned on a rotating seniority basis, from the posted list and according to the choices made known. Drivers refusing to make choices known by signing up shall be passed over until their next turn in the rotation. There shall be no double tripping. A double trip is defined as a trip that is being transported to and from a location with no layover time

required for the driver if the students arrive and return on the same day. A substitute driver will be utilized to drive extra trips if the extra trip conflicts with the regular driver's route.

In the event an emergency arises and the assigned driver is not available, the Transportation Supervisor shall assign the next available driver or a substitute driver to take the extra trip.

Newly hired bus drivers shall be added to the rotating list upon request in writing.

Clean-up time, fueling, and pre-trip inspection shall be 45 minutes on days the driver has not previously received that time

- C. It is the responsibility of the building principal and athletic director to see that schedules are delivered to the Transportation Supervisor two (2) weeks prior to the season, if known in advance, or by the posting period unless the event is dependent on a previous win.
- D. When last-minute assignments are necessary, and were scheduled to occur after the current posting date, but prior to the next posting date, they shall be offered in accordance with the rotating seniority procedure.
- E. Any driver that declines a trip due to currently assigned trip or a scheduled run shall not rotate to the bottom of the list, but shall receive the choice of the next available trip or first pick on the next posting, whichever is applicable. A driver passing a trip other than for the above reasons, or accepting a trip assignment, shall be charged for such trip and shall rotate to the bottom of the list. There shall be no switching trips among drivers after an assignment has been made. A driver canceling an accepted trip shall be charged for such and rotate to the bottom of the list.
- F. A driver who cannot take an extra-curricular/field trip during the day because of another run shall not go to the bottom of the list, but will be eligible for other extra-curricular/field trips as their name comes up on the list.
- G. Except in the event of an emergency, substitute drivers shall not be called for extra-curricular/field trips until all regular drivers have declined or are unavailable. As used in this section, an emergency means when the scheduled driver reports off two (2) hours or less before the scheduled run or when a bus breaks down while on an extra-curricular/field trip. In such cases, the Transportation Supervisor may ask any driver available, in which case said driver shall not be charged for the trip, or a substitute may be used.
- H. If a trip is postponed and rescheduled, the driver assigned to the original trip shall be offered the rescheduled one and shall have already been charged for such.
- I. Overnight extra-curricular/field trips will be compensated by paying drivers for actual driving time to and from the event. Drivers will also be reimbursed for reasonable lodging and meals. Drivers shall not receive pay for time spent at the hotel/overnight.

- J. Before being turned in at the end of the school year, all buses shall have been cleaned by the driver, ready for highway patrol inspection.
- K. Regular drivers substituting on a regularly-scheduled run will be paid their regular rate of pay for all additional time.
- L. A route shall consist of an a.m. and p.m. run. All bus routes will be established by the Board. The time fixed for bus routes shall be based upon the actual daily length of time. The route, number of students, and/or mileage designated for each route may be periodically adjusted as necessary. Each route shall be established by October 15<sup>th</sup> of each school year. If the employee does not agree with the established time, they may challenge it and the Superintendent, Transportation Supervisor, or other district administrator will ride the route to verify the time and/or make the necessary adjustment.
- M. If, as a result of breakdown, bad road conditions or inclement weather, the actual driving time is greater than the time for which a bus driver is normally paid, that bus driver shall be paid for his/her actual driving time over and above the established times. Bus drivers will also be paid for meetings held by the Transportation Supervisor beyond normal work hours.
- N. It is the responsibility of the Board of Education to supply all necessary health and sanitary supplies for the day-to-day operation of a clean and proper bus; such as, but not limited to: paper towels, vomit dry and plastic storage containers, and glass cleaner.
- O. Nothing in this section shall prevent the Board from using one (1) Board-owned van driven by a school employee other than Ridgewood Local School bus drivers for transporting small groups of students to and from school sponsored activities and events that have eight (8) or less participants in the activity. However, if the group being transported has more than eight (8) participants in the event, a Ridgewood school bus and driver shall be used.
- P. A driver who holds a paid coaching position shall be permitted to pick a trip by rotation that includes the sport which he/she coaches and shall waive his/her down time. This provision only affects the rotation pick of the sport the driver coaches. All other trips by the driver that he/she does not coach will be paid according to this Agreement.

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Wages: Pay raise across the board, 2.5% for the first year and 2.5% for the second year.

There shall be a reopener for the third year on hourly salary schedule and insurance.

Make everyone's hiring date their actual anniversary date for vacation accumulation.

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## **ARTICLE XXI - BUS DRIVER ROUTES**

The Board reserves the right to make adjustments to bus routes as needed to relieve overcrowding and make the routes viable.

Routes shall be classified as Regular Routes and Supplemental Routes. Any route that can be added to another route, as a continuation, shall be called a supplemental route. Drivers may bid on supplemental routes as long as there is no interference with regular AM/PM routes or building schedules.

Existing supplemental routes include:

### **JVS**

Whenever a supplemental route is contemplated, a meeting shall be held with the President of OAPSE, the Transportation Supervisor and the Superintendent to agree on the status of the route. Should no driver bid on a supplemental route, the supervisor shall have the authority to assign that supplemental route to a driver within the territory of that supplemental.

### **OBI**

The OBI position(s) shall be held by a bus driver(s) after the current OBI is no longer employed in that position.

## **ARTICLE XXII - AIDES**

The Board agrees to provide training for aides who have to work with medically fragile, or handicapped youngsters. Such training shall be provided by a qualified individual (nurse; doctor etc). The Board will pay for the cost of the training, hours spent in training (regular rate of pay) and mileage to and from the training location. Travel time shall not be reimbursed. The Board shall provide any necessary supplies and equipment needed for such services to designated students.

All Aides on an as needed contract will receive all benefits under this collective bargaining agreement.

Aides shall fill out the appropriate leave form for staff development under this section, and prior approval must be given by the immediate supervisor and/or the Superintendent or designee. Any aide taking leave for staff development without the prior approval of the immediate supervisor and/or the Superintendent or designee will be denied reimbursement for expenses and wages. The Association President shall be responsible for informing the membership of the correct procedures.

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Wages:

Make everyone's hiring date their actual anniversary date for vacation accumulation.

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### **ARTICLE XXIII - ZIPPER CLAUSE**

The Board and Association acknowledge that during negotiations which were preceding this Agreement each party had the opportunity to make proposals and that the understanding and agreements arrived at by the parties are set forth in the Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right to negotiate with respect to any such subject matter not specifically referred to or covered in the Agreement unless the subject matter is mutually agreed to by both parties.

The parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

### **ARTICLE XXIV - CONTRARY TO LAW PROVISION**

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

### **ARTICLE XXV - RE-NEGOTIATION**

The Association and the Board agree that no re-negotiation of this contract shall occur throughout the life of this contract. If a change in any law should render any section of the Agreement invalid, by the mutual consent of both parties, re-negotiation shall occur on that one item only.

### **ARTICLE XXVI - TOBACCO FREE WORK PLACE**

The Board and the Association agree that bargaining unit members should not use tobacco in school buildings or on school property during school hours. Bargaining unit members violating this Article shall be subject to the following disciplinary action:



C. Series Seniority

Series Seniority shall be defined as the length of continuous employment of a Bargaining Unit Member in a particular series from the most recent date of hire into said series.

A system, classification and series seniority list shall be provided to the Local Union President by October 30th of each year. The Union President shall post a copy in each building and the bus garage in the same location as job postings. Employees shall have until November 15<sup>th</sup> of each year to challenge their seniority status or their seniority ranking shall become permanent for that year.

When two (2) or more employees have the same date of employment, seniority shall be determined by the last four (4) digits of the employee's social security number with the highest number being the senior employee. This determination shall be made at the time of employment. However, seniority status shall be determined for any current employees that have the same date of employment within ten (10) days after ratification of this Agreement by both the Board and the Union using the method set forth above. A new seniority list shall then be issued within thirty (30) workdays of the determination.

Effective for employees hired after July 1, 2015, when a current employee and a new hire from outside the bargaining unit are employed by the Board of Education for a classification in which they are not currently employed, the individual who has system seniority shall be the more senior employee.

The Board agrees to maintain a seniority list of all members in the bargaining unit by including name and date of employment.

**ARTICLE XXX - UTILITY PERSON**

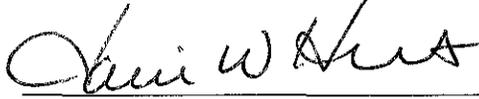
The position of Utility Person shall be a separate classification from the other non-teaching classifications in the Bargaining Unit for all purposes, including reduction in force and transfer and promotion procedure. The Utility Person shall be paid \$14.18 at Step 1 of the salary schedule starting with the 2015-16 school year. The Utility Person shall be able to be utilized as a bus driver, custodian/grounds/maintenance employee, aide, and/or cafeteria employee.

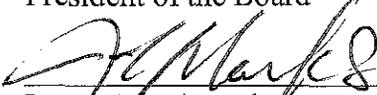
**ARTICLE XXXI - DURATION OF AGREEMENT**

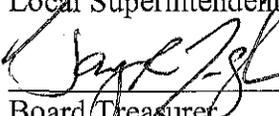
Except as otherwise may be provided herein, the Agreement shall become effective July 1, 2015, and remain in full force until June 30, 2018, at which time it shall expire.

**ARTICLE XXXII - PROPOSED ACCEPTANCE OF AGREEMENT**

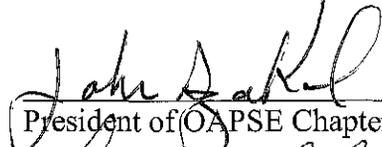
The signatures below indicate acceptance of this Agreement by the Ridgewood Local Board of Education and OAPSE Chapter #671.

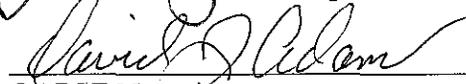
  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Local Superintendent

  
\_\_\_\_\_  
Board Treasurer

9-8-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President of OAPSE Chapter #671

  
\_\_\_\_\_  
OAPSE Negotiator

  
\_\_\_\_\_  
Negotiating Team Members

9-8-15  
\_\_\_\_\_  
Date

**RIDGEWOOD LOCAL SCHOOL DISTRICT BARGAINING UNIT EMPLOYEES  
EFFECTIVE JULY 1, 2015 through JUNE 30, 2016**

<b>JOB</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 12</b>	<b>STEP 18</b>
COOK	12.80	13.02	13.39	13.57	13.74	13.82	14.18	14.29	14.40
HEAD COOK	13.83	14.04	14.41	14.60	14.76	14.84	15.20	15.31	15.43
AIDE	12.71	12.80	13.16	13.35	13.56	13.72	13.91	14.08	14.26
CUSTODIAN/GROUNDS KEEPER	13.91	14.02	14.22	14.40	14.58	14.77	14.95	15.13	15.30
BUS DRIVER	15.16	15.35	15.52	15.68	15.90	16.06	16.26	16.42	16.58
MAINTENANCE	17.56	17.75	17.92	18.10	18.30	18.48	18.67	18.85	19.03
MECHANIC	17.56	17.75	17.92	18.10	18.30	18.48	18.67	18.85	19.03
UTILITY PERSON	14.18	14.33	14.51	14.68	14.87	15.04	15.23	15.39	15.55

**RIDGEWOOD LOCAL SCHOOL DISTRICT BARGAINING UNIT EMPLOYEES  
EFFECTIVE JULY 1, 2016 through JUNE 30, 2017**

<b>JOB</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 12</b>	<b>STEP 18</b>
COOK	13.12	13.35	13.72	13.91	14.08	14.17	14.53	14.65	14.76
HEAD COOK	14.18	14.39	14.77	14.97	15.13	15.21	15.58	15.69	15.82
AIDE	13.03	13.12	13.49	13.68	13.90	14.06	14.26	14.43	14.62
CUSTODIAN/GROUNDS KEEPER	14.26	14.37	14.58	14.76	14.94	15.14	15.32	15.51	15.68
BUS DRIVER	15.54	15.73	15.91	16.07	16.30	16.46	16.67	16.83	16.99
MAINTENANCE	18.00	18.19	18.37	18.55	18.76	18.94	19.14	19.32	19.51
MECHANIC	18.00	18.19	18.37	18.55	18.76	18.94	19.14	19.32	19.51
UTILITY PERSON	14.53	14.69	14.87	15.05	15.24	15.42	15.61	15.77	15.94

**RIDGEWOOD LOCAL SCHOOL DISTRICT BARGAINING UNIT EMPLOYEES  
EFFECTIVE JULY 1, 2017 through JUNE 30, 2018**

There shall be a reopener for the third year on hourly salary schedule and insurance.

On Board Instructor Regular rate + 50 cents per hour

Extra-Curricular Bus Trip \$10.25 per hour

Minimum Bus Trip 2 hours

**Longevity** Employees who have completed ten years of service will receive a \$150.00 payment in the second pay in June.

Employees who have completed sixteen years of service will receive an additional \$175.00 payment in the second pay in June.

Employees who have completed twenty years of service will receive an additional \$200.00 payment in the second pay in June.

An employee must complete the school year to be eligible for this incentive.

**Shift Differential** Evening custodians and maintenance technicians shall be paid \$.25 per hour more than day custodians and maintenance technicians.

Evening custodians and maintenance technicians are defined as custodians or maintenance technicians whose regular schedule begin at 2:00 p.m. or later.

**Summer Student Supervision** The groundskeeper shall receive \$150 additional for supervision of 3 or more students during the summer.