

ALAN M. WOLK
IMPARTIAL FACT-FINDER
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2000 DEC 29 A 10:15

IN THE MATTER BETWEEN:

RICHMOND HEIGHTS)	
LOCAL SCHOOL DISTRICT)	
BOARD OF EDUCATION)	
)	
Union)	NO. 00-MED-06-0697
)	
and)	FACT-FINDER'S
)	REPORT AND RECOMMENDATIONS
RICHMOND HEIGHTS)	
EDUCATION ASSOCIATION)	
)	
Employer)	

APPEARANCES:

FOR THE EMPLOYER:

Curtis J. Ambrosy, Esq. Ambrosy & Fredricka; Debbie Hermann, Treasurer; Martin Santillo, Superintendent

FOR THE UNION:

Norman Young, Ohio Education Association; Robert K. Hodder, President; Phil Schmook, Vice-President, Negotiation Team: Gary Dudash, Norm Maneri; Walt Mrazek and Julie Scheiner; John Thompson, an Education Research Development Consultant with the Ohio Education Association.

History of the Proceedings

Pursuant to Ohio Revised Code Chapter 4117, Section 4117.14(C), and by letter issued by SERB, the undersigned was selected by the parties through the State Employment Relations Board of Ohio [SERB] to serve as impartial neutral Fact-Finder to hear and decide issues presented pursuant to Ohio law.

Except to the extent that parties mutually agree otherwise, or wish to pursue mediation first, in compliance with Ohio Administrative Regulations, particularly 4117-9-05, position statements were timely submitted to the Fact-Finder and to the opposing party prior to the hearing.

Hearings were held Wednesday, October 11, 2000; Tuesday, 10/17/00; and at 9:30 a.m. on Wednesday, 11/30/00, and on Tuesday, 12/5/00. All hearings were held at the Federal Mediation and Conciliation Service, 6161 Oak Tree Road (Suite #101), Independence, (Cuyahoga County) Ohio 44131. A court reporter was not present.

SUBMISSION

I. Parties

The Union is the OHIO EDUCATION ASSOCIATION.

The Union's principal representative is Norman Young, OHIO EDUCATION ASSOCIATION (sometimes referred to herein as the RICHMOD HEIGHTS EDUCATION ASSOCIATION or the RHEA), 23611 Chagrin Boulevard - Suite 300, Beachwood, Ohio 44122, Phone: 1-216-292-7722, FAX: 1-216-292-7748.

The Employer is THE RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (sometimes referred to herein as the RH LSD BOE or the Board), which is located in CUYAHOGA County, Ohio at 447 Richmond Road, Richmond Heights, Ohio 44143-1492.

The District has a student population of approximately 1000.

The Employer's principal representative is Curtis J. Ambrosy, Esq., Ambrosy & Fredricka, Attorneys at Law, 144 North Park Avenue – Suite 200, Warren, Ohio 44481-1124, Phone: 1-330-393-6400, FAX: 1-330-392-5685.

II. Description of the Bargaining Unit

The two units were consolidated pursuant to an election certified by SERB on October 7, 1999 in Case No. 99-REP-03-0077 BX-A]. The bargaining unit consists of approximately 104 employees previously covered by two separate agreements, one for the certificated employees and one for the classified employees [Board Exhibits B and C].

Included in the bargaining unit are all certificated professional personnel, including classroom teachers and guidance counselors, including all regular full-time and regular part-time non-certified employees [BX-A].

Excluded are: the following are excluded from the bargaining unit: The Superintendent, Treasurer, school principals, supervisory positions of Building, Maintenance & Grounds Supervisor; and other managerial and supervisory employees as defined by O.R.C. 4117.01©, and further excluding Secretary to the Superintendent; Account Clerk; Payroll Clerk; Board Office personnel or supervisory personnel which may be added in the future [BX-A].

III. Current Collective Bargaining Agreement

There were two prior Collective Bargaining Agreements:

The Certified Contract [Board Exhibit "B"] i.e. teachers with The Richmond Heights Education Association 1998-1999; 1999-2000, expired 8/27/00;

The Classified Contract [Board Exhibit "C"] i.e. support staff formerly with The Ohio Association of Public School Employees, A.F.S.C.M.E. Chapter 467, expired 7/1/99, but extended to 8/27/00.

The parties stipulated the subject collective bargaining agreement is to be retroactive from July 1, 2000. Although teachers who work after July 1, 2000 on duties benefiting their fiscal year ending August 31, 2000 are paid at their prior years' rate, teachers who worked after July 1, 2000 carrying out responsibilities benefiting the next school year, which began September 1, 2000, are to be paid at their new rate.

IV. Current negotiation history

The parties held approximately twenty (20) negotiation meetings, and participated in four mediation sessions with assistance of the Federal Mediation and Conciliation Service. See attached list. The Union engaged in a one- (1) day strike of September 8, 2000.

UNRESOLVED ISSUES IN DISPUTE

This dispute is particularly complicated by the fact that it is the first collective bargaining agreement that now includes two different unions. Previously each negotiated separate collective bargaining agreements with the same school board. The Union initiated a one-day strike September 8, 2000, however, the strike was halted, and negotiation under O.R.C. 4117 thru SERB was mandated.

To their joint credit, the representatives of the parties and their constituents have been outstanding in organizing the structure of the Agreement to deal uniformly with the interests of both where possible and to articulate differences. Every fully defined issue in dispute has been addressed, however, some disputes were not defined clearly enough by the parties, and may not have been addressed, or addressed fully. Positions of the parties and commentary are reflected where appropriate. The parties have also made great progress in achieving tentative agreements on a multitude of issues, and they are encouraged to continue to resolve their differences rather than have solutions imposed by others.

On the day of the first hearing, the parties announced tentative agreement [JX-1], and, during the course of the hearing, the parties agreed on other issues [JX-1A and JX-1 B]. Other stipulations have been also noted herein. There were approximately seventy (70) unresolved issues or clauses disputed. These include portions of Article II, IX, X, XI, XV, XXIV, XXV, XXVII, XXVIII, XXIX and Appendices.

The parties are encouraged to mutually agree to locate or relocate the language recommended herein into a uniformly numbered document as the numbering of Articles and Sections and sub-sections are contained here solely according to the Fact-Finder's understanding. Recommendations herein are not intended to preclude returning to any issue in future bargaining.

The parties understand that, following the issuance of a Fact-Finder's Report and Recommendations, if not approved or deemed approved, either or both parties may exercise their right to proceed to Conciliation. A Conciliator must choose between each of the proposals of the parties, which may or may not include resolutions recommended by the Fact-Finder and accepted by a party.

The parties are reminded that SERB precludes the parties from communicating with the Fact-Finder about the Report once it has been issued, without SERB's advance permission!

ABRIDGED OUTLINE OF REMAINING UNRESOLVED ISSUES

	<i>RHEA disputed <u>underlined</u></i>	<i>BOARD disputed numbered #</i>
ART. I	<u>Board of Education Rights</u>	
ART. II - NEGOTIATION PROCEDURES		
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ART. IX - ABSENCES AND LEAVES		
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	2. <u>(no title)</u>	
	(B) <u>Parental Leave</u> APPENDIX F settled [TA-JX-1A]	
	(E) <u>Association Leave</u>	4
	(J) (1) <u>Assault Leave</u>	6
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	(1) <u>Vacancy</u>	1
	(2) <u>Posting</u>	
	(3) <u>Administrative Positions</u>	
	(4) <u>Filling Vacancies</u>	
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	f (No REHA proposal)	7

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CRITERIA

The FACT-FINDER, in making recommendations, shall take into consideration all reliable information relevant to the issues, including, but not limited to:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of unresolved issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service, or in private employment.

FINDINGS AND RECOMMENDATIONS

The parties' respective position statements were each submitted on time in accordance with OAC Reg. 4117.09-05. Statements and other arguments presented to persuade the Fact-Finder have been considered together with all relevant probative evidence (exhibits and testimony). It is noted that a Fact-Finder may give such weight to material and relevant evidence to the extent that he or she finds such evidence probative, if any, in light of the foregoing criteria.

Various appendices, exhibits and documents considered, some of which may be referenced or attached, include:

EXHIBITS:

Joint Exhibit 1	TENTATIVE AGREEMENTS 10/10/00
Joint Exhibit 1A	TENTATIVE AGREEMENT 10/11/00
Joint Exhibit -1B	TENTATIVE AGREEMENT 11/2/00
APPENDIX B –	SUPPLEMENTAL PAY SCHEDULE – COACHING SUPPLEMENTALS (Settled by stipulation)
RHEA	Exhibits UX1-15
RH LSD BOE	Exhibits BX1-62

[Board Exhibit "A"] Result of representation election 10/7/99 certifying OEA.

[Board Exhibit "B"] The Certified Contract i.e. teachers with The Richmond Heights Education Association 1998-1999; 1999-2000, expired 8/27/00

[Board Exhibit "C"] The Classified Contract i.e. support staff formerly with The Ohio Association of Public School Employees, A.F.S.C.M.E. Chapter 467, expired 7/1/99, but extended to 8/27/00.

Board Position Statement:

Richmond Heights Local School District Board of Education [RH LSD BOE]

Union Position Statement:

Richmond Heights Education Association [RHEA]

Portions of Ohio Revised Code 4117

[Letter dated 12/12/00 supplied by the parties – called "Agreement Outline"]

*****RECOMMENDATIONS*****

BOARD OF EDUCATION RIGHTS [new provision]

Board Proposal

The Board prefers a broader description of rights reserved under 4117.08(C) of the Ohio Revised Code and/or law, but it does not expand those rights and responsibilities, and merely refers to the limitations imposed by the collective bargaining agreement. (Current Contract Reference: Teacher: None; Classified: Art. 6, P. 3).

The Board proposes a management rights clause almost identical to the language contained in the former classified agreement. This clause is an accurate representation of our rights and responsibilities, which are only limited by the specific and express terms of this new agreement.

UNION

The Union agrees to of the rights and responsibilities of public employers as set forth in Section 4117.08(C) of the Ohio Revised Code.

RECOMMENDATION

ARTICLE I

BOARD OF EDUCATION RIGHTS

The Board of Education reserves and shall exercise at all times its exclusive right, authority and responsibility to manage and direct, on behalf of the public all the operations and activities of the School District to the full extent authorized by law and *not in conflict with ORC 4117*. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoptions of such policies, regulations, rules, practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

IN-TERM BARGAINING

UNION

The Union offered a *new* proposal to require management to maintain the status quo, i.e. implement no changes, until binding arbitration under the provisions of Article VI (B)(4) [Grievance Arbitration]. The Union notes that during term of the contract, the bargaining unit has no lawful right to strike (if not bargained). If there is an impasse, the employer can impose its decision unilaterally, even if it is a mandatory subject of bargaining, which Union asserts is patently unfair.

The Union's proposed language seeks to create a final package with binding arbitration for mandatory issues under AAA rules, or the Union may withdraw the issue. In support, the Union cites Youngstown case [UX-1].

BOARD

The Board contends that the Union position maintains status quo on *all* issues, *mandatory and permissive*, until an arbitration decision has been issued causing delay preventing management from implementing *any* decision or functioning. In addition, Board meetings would be required for approval causing further delay. Nor does management agree to arbitrate such issues.

In the alternative, the Board proposes mediation e.g. Brooklyn [BX-1; See Bristol UX-2], but precludes arbitration and allows immediate changes in the status quo.

Commentary

This provision involves bargaining required or mandated by ORC 4117.08 during the contract term. The inability to strike subjects the bargaining unit to the risk of possible irreversible or irreparable impact, and, in those circumstances, expedited arbitration is warranted. However, management decisions should not be interfered with based upon perceptions that a dispute is the subject of mandatory bargaining that become un-provable assertions. Such issues are entirely subject to the grievance procedure where an adequate remedy may be devised and may be made retroactive. However, I agree with that part of the Youngstown Board of Education agreement [UX-1] requiring expedited arbitration under the rules of the American Arbitration Association.

For the purposes of resolving this agreement, I recommend the language substantially as proposed by the Board, however, note recommended modifications underlined.

RECOMMENDATION

ARTICLE II - RECOGNITION

(K) In-Term Bargaining

Neither party shall have the duty to bargain on any matter during the term of this Agreement unless such duty is specifically set forth herein or required by law.

If, during the term of this Agreement, the parties mutually agree to reopen any provision of this Contract, the parties shall meet and bargain in good faith at a mutually convenient time commencing within ten (10) workdays of a request by either party.

Mediation with the assistance of FMCS or AAA of unresolved permissive issues shall be undertaken by the parties at the request of either party, however the Board need not retain the status quo during this process. Bargaining of permissive issues under this provision shall not thereby constitute such issue to be a mandatory subject of bargaining.

Should a dispute arise over whether bargaining is required or mandatory under law, such dispute shall be submitted to final and binding expedited arbitration under applicable rules of the American Arbitration Association. The parties shall expedite such proceeding for hearing at the earliest feasible time. Notwithstanding the foregoing, a party may seek court intervention to prevent delay based upon sufficient proof that the issue is a mandatory subject of bargaining and that neither expedited arbitration nor any other available remedy will be adequate. The losing party shall pay the costs of the arbitrator or court costs

If, during the term of this Agreement, In-Term Bargaining is required under the Ohio Revised Code, including Section 4117.08 or by reason of a determination resulting from expedited arbitration as provided herein, the parties shall meet and bargain in good faith to impasse commencing within ten (10) days of the determination that the issue is required or mandatory.

ARTICLE VI - GRIEVANCE PROCEDURE

[TA-JX-1]

ARTICLE VIII – ASSOCIATION AND EMPLOYEE RIGHTS [TA-JX-1]

ABSENCES AND LEAVES -PERSONAL LEAVE

UNION

The Union would retain the status quo, but allow Teachers to accumulate unused personal leave as additional sick leave, and to eliminate most of the restrictions that have been imposed on the classified employees.

BOARD

Management offers to allow personal leave for personal business that can only be accomplished during the normal five-day business week [See BX-3-8]. The Board provided evidence of personal and sick days off during the 1999-2000 school year [BX-2]. Both proposals allow up to three (3) days personal, without loss of pay, but the Board restricts those to days to deal with responsibilities that cannot be assumed during the employee's off-work time.

Commentary

[Teachers prior contract Article IX, page 12. (Teachers were not required to give reasons for taking personal leave). Classified prior contract Article 19, page 14. (Classified employees could take personal leave only one of 12 listed reasons)].

Upon full review of the evidence, the exhibits and the arguments, the language proposed by both parties is fair and reasonable. However, the union seeks more flexibility regarding dates before and after holidays, and the opening and closing of school than I believe is presently supported by the evidence. On the other hand, the Board's position on limiting the purpose of personal leave to business need, in my view, is unnecessarily restrictive. I have inserted a requirement that the employee should give the general reason for seeking leave.

Otherwise, I recommend the Board proposal for the purposes of resolving this agreement.

RECOMMENDATION:

ARTICLE IX - ABSENCES AND LEAVES

(A) Personal Leave

Each Bargaining Unit member may be granted up to three (3) days of leave for personal reasons, without loss of pay.

Personal Leave Requests:

- 1. Declaration of need for paid personal leave of absence based on reasonable need shall be submitted at least three (3) days prior to the day for which the leave is requested unless the Superintendent grants an exception to the three-day notification requirement or in the event of an emergency situation that would preclude the possibility of timely application. In the latter case, the bargaining unit member shall (1) notify an administrator the day of the leave or prior thereto by telephone and (2) complete the application for personal leave at the earliest possible time or immediately upon her/her return to work.**

Applications for paid personal leave of absence must be submitted to the supervisor and/or Superintendent on forms provided by the Board of Education and available in each school office.

- 2. Personal leave may not be used in less than one-half day increments.
- 3. Personal leave shall be avoided whenever possible on Monday and Friday and the first or last day of school.
- 4. Personal leave cannot be used for days immediately preceding or following a vacation or holiday or for the opening day or closing day of the school year, or from May 20 to the last day of school.
- 5. Falsification of a statement submitted under this provision may be grounds for suspension or termination of a bargaining unit member.

Restriction on Number:

Only two (2) certified employees shall be granted personal leave per day in any building on a first-come, first-serve basis, except for emergency use or other extenuating personal circumstances.

Only three (3) classified employees district-wide shall be granted personal leave per day on a first-come, first-serve basis, except for emergency use or other extenuating personal circumstances.

Unused personal leave days at the conclusion of the school year will be rolled over to sick leave.

ARTICLE IX ABSENCES AND LEAVES

(B) Parental Leave [T.A. JX-1]
 [See: APPENDIX F PARENTAL LEAVE FORM]

ABSENCES AND LEAVES -ASSOCIATION LEAVE

UNION

The Union seeks to increase the number of days of paid professional union leave to twenty (2) days, i.e. one day per month for the union president, nine (9) days, six days for state activities, and five (5) days for national activities.

BOARD

The management proposal allows for eight (8) paid days per year. Schools systems for Lakeview [BX-11] and Brooklyn [BX-10] each allow two days, and Bristol [BX-9] allows eight days.

Commentary

[Teachers prior Contract: Art. IX, p. 14. (Three (3) days without cost to the Union. Plus two (2) additional days at the costs of substitutes paid by the Union); Classified prior Contract: Art. 41, p. 31. (Two delegates granted three (3) days paid professional leave)].

There was no evidence of other school districts allowing more. This report is for the purposes of resolving this agreement.

RECOMMENDATION

ARTICLE IX - ABSENCES AND LEAVES

(D) Association Leave

Eight (8) days per year shall be granted to elected or designated representatives of RHEA for the purpose of attendance at meetings or participation in the business of professional organizations affiliated with RHEA. The RHEA President shall notify the Superintendent of the days and persons elected or designated as soon as possible, but no later than three (3) days before the leave days, except by mutual agreement.

ABSENCES AND LEAVES - ASSAULT LEAVE

UNION

The Union proposal seeks to retain the language from the teacher's contract and apply it to teachers and to classified employees. The word "employee" is used to cover both classified and certificated teachers).

BOARD

Asserting that assaults are a "societal" problem, management wants the continuation of compensation under this provision to cease, if the employee becomes permanently disabled. It presented evidence that a number of other districts have relatively short limits as to the number of days they must spend for assault pay. [BX-12 Lyndhurst Classified – 60 days; BX-13 South Euclid Teachers – 90 days; BX-14 Bristol Teachers – 60 workdays; BX-15 Brooklyn Classified – 20 workdays; BX-16 Brooklyn Teachers – 10 work days; BX-17 Mayfield – 12 months; and BX-18 Champion – 15 days].

Commentary:

[Teacher prior contract Article XII (D), page 28; Classified prior contract Article ___, page ___]

The Board's position presumes that disability benefits would be provided through S.T.R.S. or S.E.R.S. so the Board's assault leave benefits would meld into such government disability benefits and that the employee would receive an equal level of disposable compensation.

However, I am not satisfied that the rationale that this is a "societal" problem removes the Board's responsibility to assure its employees that they will be financially protected if severely disabled by an assault arising from their employment. The Union indicated some willingness to reduce the Board's financial obligation under this provision by the amount of government benefits received. *(It is possible that insurance is available which will bear all or a part of the disputed risk).*

RECOMMENDATION

ARTICLE IX - ABSENCES AND LEAVES

(J) Assault Leave

If an assault on an employee, which arises directly or indirectly out of his/her employment with the Board, results in the employee being unable to work, said employee shall be provided leave without loss of pay and no deduction will be made from his/her sick leave, provided, however, the Board's obligation shall be reduced to the extent of the amount that such employee receives by reason of applying for and receiving disability benefits from the State Teachers Retirement System or the State Employees Retirement System.

ARTICLE X - EMPLOYMENT PRACTICES

A.	Certificated Employee Evaluation	[TA JX-1]
C	Job Posting;	
	2	[TA JX-1]
	3	[TA JX-1]
D		[TA JX-1]
E		
	3, 4, 6,7,9,11	[TA JX-1]
H		[TA JX-1]
I		[TA JX-1]

ARTICLE X - EMPLOYMENT PRACTICES - JOB POSTING, FILLING VACANCIES

UNION

The Union notes that Classified employees' contract had required job posting (Art. 13, page 8) for bargaining unit and non-bargaining unit employees. The Tentative Agreement provides for job posting for all employees [Moved from Teacher prior contract Article XIII (pp. 29-30) as new ARTICLE X. (C) Job Posting: (2) Posting and (3) Administrative Positions (T. A. page 25)].

In support, the Union cites the current Bristol Collective Bargaining Agreement [UX-2] 6.04 governing vacancies, posting, and seniority preferences (if equally qualified), as well as Art. 10.031 dealing with a reduction in force]. The Union suggests that management concerns about qualifications can be eliminated or reduced if management would post vacancies and concurrently posting with or in the statement, in advance of any application, a general description detailing substantially of all the primary qualifications desired by the Board. The Union argues that teacher seniority must be respected therefore those who qualify would be selected on the basis of seniority.

BOARD

Management's position is that it is up to management to determine if there is a vacancy, and, if so, whether or not to fill a vacancy for reasons reserved solely to the Board, under the authority of the management rights provision. The Employer is concerned about filling a vacancy when not really needed, or being required to fill a vacancy with an individual whose only qualification may be seniority, [Former Contract Reference: Teacher, Art. XIII, pg. 29; Classified: Art 13, p. 8].

In support the Board cites: BX-19 (South Euclid- Lyndhurst Teachers Job Posting); BX-20 (Euclid Vacancies); BX-12 Champion Vacancies). Article XIII (pp. 29-30) as new ARTICLE X. (C) Job Posting: (2) Posting and (3) Administrative Positions.

Commentary

The Board seeks to change its former approach to control whether or not there is a vacancy. This may be the subject of future negotiation; however, I recommend the Union's position on determining the existence of vacancies. I recommend one phrase in the Board's proposal regarding seniority, which otherwise seems to ignore seniority, i.e. "most qualified."

I am satisfied, from the evidence, that management is and should be able to post substantially all desired qualifications for new and existing positions, and fill those openings by seniority.

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(C) Job Posting

1. Vacancy

A vacancy(ies) shall be considered to occur whenever an employee dies, resigns, retires, is terminated, is non-renewed, or whenever a new bargaining unit position is created, or when an employee takes a leave of absence which the Superintendent is aware will exceed twenty (20) days based on available information.

3. Filling Vacancies

In the event that the qualifications, *as set forth in the notice provided herein*, are equal among applicants, length of service shall be the determining factor.

REDUCTION-IN-FORCE

UNION

The union views O.R.C. 4117.08 as being more general and less specific. The Union limits the reasons to the first five, and adds the lack of work be supported by *manifest evidence of lack of work sufficient to justify the reduction of classified employees*. The Union asks: *Must a RIF require layoffs Will a RIF simply increase the workload of those not laid off? Further, If there is no reduction in force, why should there be a layoff?*

BOARD

Management also notes other possibilities include possible decisions to abolish a position (or group of positions), lack of lack of funds may involve losses other than losses of state and/or federal funds such as local funding, and possible conflicts with state mandates. The Board cites BX-24 Brooklyn Teachers, lack of funds, lack of work, financial problems. Finally, the Board takes the position that the determination of whether there should be a reduction in force is a management prerogative reserved under O.R.C. 4117.08 and cannot be grievable.

Management proposes to delete the italicized words proposed by the Union, and add the underlined words:

- a. Loss of state and/or federal funds dedicated to a program *resulting in loss of such position.*
- b. Changes in curriculum
- c. Lack of funds
- d. Lack of work

Commentary

[The subject of reduction in force, layoffs and/or recall was previously governed in Teacher's prior contract Article XIX. Reduction in Force; Classified prior contract Article 16. Layoff and Recall and required posting of job vacancies]

The Tentative Agreement, at page 26, provides for:

- 4. Notice to Employee
- 6. Recall
- 9. Substituting during Layoff

1. Reasons

[Substantially Adopted from UX-2 current Bristol Agreement Art. X. 10.01, pages 64-65]

The language is basically mutually agreed. The additional reasons are reasonable and fair. There is insufficient evidence at this time to establish a requirement of 'manifest evidence' to prove lack of work in a classification. (I make no recommendation on a dispute between the parties whereby the Union contends layoffs and reduction in force mean the same, and management contends that these terms are legally different).

RECOMMENDATION

ARTICLE X- EMPLOYMENT PRACTICES

(E) Reduction-in-Force

1. Reasons

Reasons for implementing reduction in force shall include:

- a. Decreased enrollment of pupils**
- b. Return to duty of regular employee after leave of absence**
- c. Suspension of schools or territorial changes affecting the district**
- d. Loss of state and/or federal funds dedicated to a program *resulting in loss of such position.***
- e. Changes in curriculum**
- f. Lack of funds**
- g. Lack of work**

NOTICE to RHEA

Commentary

[Adopted from UX-2 current Bristol Agreement Art. X. 10.02, page 65]

Except for the language: *at the option of RHEA, either in public or closed session*, the parties have mutually agreed on the following language.

(The issue of whether a board session is held privately or publicly is specifically governed by law. See O.R.C. 122, particularly exceptions relating to discussions relating to employment of particular individuals).

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction-in-Force

(2) Notice to RHEA

Before any reduction in force may occur, the RHEA President shall be notified in writing by the Superintendent of the intended layoff, the reason for the layoff, the names of all positions to be eliminated and all employees to be laid off, and the effective day of the layoff. Such notice shall be provided no later than ten (10) workdays before the Board meeting at which the Superintendent will recommend a reduction in force. RHEA shall be allowed to address the Board before action may occur on the Superintendent's recommendation of a reduction in force.

Commentary

This provision will be effective only after the Union has an opportunity to address the Board, and if and when the Board approves a recommendation for a reduction in force. The forty (45) days advance notice is more than the twenty (20) days previously allowed under the Classified contract Article 16 (F). Full-time Teachers are under continuing contracts for a 186-day year. These agreements are automatically renewed from year-to-year, unless the Board acts in a timely manner to specifically "non-renew" such contracts. Some teachers have limited contracts. The prior Teachers contract Article XIX, pages 31-35, governed Reduction in Work Force. The Boards proposal is fair and reasonable.

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction-in-Force

4. Notice to Employees

Any employee to be laid off shall be notified of the layoff in writing by the Superintendent no later than forty-five (45) calendar days before such layoff may become effective. Such notice may not occur before the Board has approved the Superintendent's recommendation for a reduction-in-force.

LAYOFF

BOARD

The Board proposes that, in the event of a layoff, seniority applies only within a job classification of certificated position. The Board relies in part upon: [BX-22 Westlake Agreement, Layoffs; BX-23 Brooklyn Classified, Layoffs].

UNION

The Union want to insert: unless the classified employee is qualified to do the work of a less senior employee in another job classification. For the purpose of this Article X only, RHEA officers shall be considered to have the greatest seniority in their respective job classifications. The Union wants seniority to govern, if qualified,

and allow “bumping” into another classification. The Union also wants SUPERSENIORITY for officers in the event of layoff.

Management opposes “bumping” between classifications i.e. can a mechanic be a secretary and vice versa. Such language will generate grievances to decide who is “qualified.” Management opposes SUPERSENIORITY asserting that it goes beyond the ORC and it is unfair. If the layoff is during a Union transition, questions may arise as to when an official was elected and/or when did they take office.

In response regarding qualifications, the Union suggests the job posting should contain all qualifications. [See BRISTOL Exhibit - Vacancy definition/ posting: if equally qualified the Union contends results in seniority].

Commentary

The Teachers’ prior contract defined seniority in Article XIX (D) page 3:

“Seniority shall be determined by the length of continuous service in the district as a teacher and member of the bargaining unit.”

The Classified prior contract Article 16 (C) gives preference to: “employees with greater seniority” depending on skills and qualifications, and generally defines seniority “ as the uninterrupted length of continuous service in a classification” (without regard to membership in the bargaining unit.

The T. A. on JX-1 lists Seniority as Article I (C) 9] of this Agreement. The Board shall provide a copy to the RHEA and a copy shall be posted periodically at each work location.

There was no evidence presented to support SUPERSENIORITY at this time.

Job Posting can be expected to include required job qualifications and particular job functions, duties and responsibilities in the Binder of Job Descriptions referred to in this Agreement in Article X.

“Bumping” into other classifications will depend partly upon whether an applicant meets the required job qualifications and can perform the job functions contained in the Binder, published or on the notice of vacancy or other job advertisement, provided, however, there may also be subjective requirements or other needs or limitations. The Union should be informed of the standards applied by management to the extent they are not in the Binder.

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction-in-Force

(1) Layoff

The employee having the longest seniority in a job classification or license area (teaching field) shall be the last to be laid off. A seniority list, in accordance with Article I, Section (C) 9 of this Agreement, shall be provided to the RHEA and a copy posted periodically at each work location.

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction-in-Force

(6) RECALL

[Settled TA Page 26]

FRINGE BENEFITS DURING LAYOFF

Commentary

The issue is whether, during a layoff, management should be obligated to pay insurance premiums to cover a laid off employee, for the first three (3) months of layoff or whether management's obligation is to notify the employee of his or her COBRA rights to pay for all premiums up to eighteen (18) months. [See BX-26]

The Union asserts this is necessary to "bridge the gap" when an employee is laid off. Management notes that the purpose of a reduction in force is usually due to a lack of funds and the Classified employees are given forty (45) advance notice. I have added thirty (30) days beginning with the date of the layoff to allow new insurance independently or through a new employer. A new employer may not be able to cause new insurance to become effective immediately or until a waiting period passes. If it takes longer the employee has his or her rights to buy the coverage under COBRA,

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction-in-Force

(8) Fringe Benefits during Layoff

The Board shall notify the employee of his/her COBRA rights *at the time of a layoff, under which* the Board shall continue to provide, at the employee's expense, all employee insurance programs to the employee on layoff status for eighteen (18) months from the date the layoff becomes effective.

However, the Board shall continue to pay for and provide all employee insurance programs to the employee on layoff status for thirty (30) days from the date the layoff becomes effective, *unless* or until the employee *first obtains insurance coverage independently or in new employment, whichever occurs sooner.*

ARTICLE X - EMPLOYMENT PRACTICES

(E) Reduction in Force

10. Unemployment Compensation

[TA-JX 2]

BARGAINING UNIT WORK (SUBCONTRACTING)

BOARD

Management contends that the Board has the right to utilize outside services that are being performed by bargaining unit members. Depending on financial circumstances, student need and keeping in mind the primary function of the Board to deliver and appropriate services, the parties recognize that it is mutually beneficial to have bargaining unit member perform their present duties Prior to subcontracting any outside services, the Board of Education commits to notify RHEA at least sixty (60) work days in advance. (Current Contract Reference: Teacher: None; Classified: Art. 56, p. 48) [See: UX-2 - current Bristol Agreement Art. VI. 6.03, page 28].

The Board is adamantly opposed to the proposal suggesting that parents, students and/or other community members could not volunteer their time and efforts. In the past, we have used volunteers. Community

volunteers have performed services from reading assistance through electrical wiring of the football stadium. The Board encourages parental involvement in the school system because the benefits go beyond the individual volunteer services, and the Board needs a harmonious relationship with the community and welcomes their continued support.

Management contends its proposal is identical to the Classified prior contract Article 56 at page 48, which permits some reasonable use of outside services after reasonable notice, if there is an urgent need when there is a shortage of manpower. Furthermore, allowing only "traditional" volunteers leaves no flexibility for new programs such as the Ohio Governor's "Ohio Reads" program, this proposal could mandate that the Board to hire additional reading teachers.

[See also: BX-27-Weathersfield 20.04 allows some subcontracting in construction, maintenance and cafeteria; BX-28 Brooklyn volunteers. Management submitted the current Bristol Collective Bargaining Agreement [UX-2] Art. VI. 6.03 Bargaining Unit Work].

UNION

The Union wants to keep volunteers from displacing bargaining unit employees and to preclude subcontracting or contracting out work that is or may be provided by bargaining unit members. The Union proposal would allow volunteers only if certain exceptions are met, e.g. student and/or Special Education. The Union is not attempting to stop working supervisors.

Commentary

This is a new provision. Neither party has referred to the prior contracts. Both refer to other school system contracts.

Subcontracting sometimes seems to some to be the most efficient means of accomplishing a special task or expanded activity; however, subcontracting is sometimes sought by managers for a variety of other reasons. Some reasons may be valid. Other motivations may simply avoid the necessity of deploying bargaining unit personnel.

Assuming overtime will not satisfy the need, the Board should not be required to increase bargaining unit staff whenever some short-term additional work is needed or desirable. However, unrestricted subcontracting (except for a sixty (60) day advance notice), as proposed by the Board, unnecessarily has the potential to the defeat the fundamental underlying basis of collective bargaining, union recognition. Nor should qualified employees be laid off to enable management to subcontract.

In my view, other than for emergencies, or major construction and/or maintenance projects, subcontracting should not be permitted, unless the work to be performed is within the purview or reasonably inferable from the "Job Descriptions" and/or "Job Functions

"Traditional" volunteers, whether parents, students or other members of the community, should continue to be available and there should be flexibility on the part of both parties to expand the use of volunteers into other areas to provide minimal assistance, or to assist with special short-term projects, but such expansion should not otherwise be a substitute for duties normally provided by bargaining unit members.

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(F) Bargaining Unit Work (Subcontracting)

Except as specifically provided below or otherwise mutually agreed, the Board shall enter no agreement with a private concern or entity or any individual, nor with another governmental unit, to provide services that have ordinarily been or are being provided or

are duties or responsibilities within an employee's job description. The parties agree that it is mutually beneficial to have bargaining unit members perform such duties and responsibilities.

Notwithstanding the foregoing, the Board retains to right to utilize outside services that are not or have not been ordinarily performed by bargaining unit members. In addition, the Board may also utilize outside services that are being or have been ordinarily performed by bargaining unit members for: (1) capital improvements and construction and/or (2) major renovation and/or (3) major maintenance projects. Prior to subcontracting any such outside services, the Richmond Heights Board of Education will notify RHEA at least sixty (60) work days in advance.

Volunteers

Except as practiced traditionally in the schools, and/or for the purpose of otherwise providing minimal assistance with special short-term projects requiring no more than thirty (30) calendar days for a group to complete, bargaining unit work shall not be performed by volunteers, nor be assigned to non-bargaining unit members, unless no bargaining unit member is available for or agrees to accept such work.

JOB DESCRIPTIONS

BOARD

Management submitted the current Bristol Collective Bargaining Agreement [UX-2] Art. VI 6.01 Job descriptions; 6.03.

Management would delete from the Union proposal:

- *The attachment to the contract of an Appendix containing the Job Descriptions and instead places the descriptions in a binder in the board office.*
- *The parties shall establish a job description for it, and rephrase to read: -Whenever the Board establishes a new bargaining unit position, the parties shall meet and discuss it.*
- *All new job descriptions and revised job descriptions shall be subject collectively to ratification as amendments to this Agreement.*
- *(6) the ending statement, "Such other duties as related reasonably to those above." Such ending statement means that employees will not be required to perform duties not related reasonably to their job descriptions, except in emergencies.*

Management further would insert, in (4),

- the qualifications for the position to read: the *minimum qualifications for the position;*

Commentary

I substantially agree with the Board's proposal, however I have recommended that a duplicate job descriptions binder be provided and updated so that is available to the Union. I have somewhat reluctantly included management's request for the insertion of the *general minimum* (which allows for subjectivity) and I have added: and *relevant qualifications considered necessary* for the position. I caution management that subjectivity, if misused, may generate grievances.

If management's seeks a change by combining positions or redefining qualifications and/or duties, or a layoff, or a reduction in force, whether contemplated as a new idea or considered by reason of the reasons included in Art. X. above, such a change may be a mandatory subject of bargaining.

RECOMMENDATION

ARTICLE X - EMPLOYMENT PRACTICES

(D) Job Descriptions

Each job description existing at the time of negotiation of this Agreement for any bargaining unit position, supplemental pay position, or other position in the bargaining unit shall be found in a binder at the board's office and duplicated in a binder provided by the board to the union and updated concurrently with all subsequent changes.

Within sixty (60) days of the date this Agreement is signed, RHEA and Board representatives shall meet to review and revise such job descriptions for existing bargaining unit positions and to establish job descriptions where none exists.

The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions. Whenever the Board establishes a new bargaining unit position, the parties shall meet in advance and mutually fully discuss the proposed job description for the new position as well as the reasons for establishing the new position.

All job descriptions shall contain the following: (1) the job title, (2) the job title of the immediate supervisor; (3) the length of the regular work day (hours) and work year (workdays), or the length of the season or other applicable period of time, for the position; (4) the *general minimum and relevant qualifications considered necessary* for the position; (5) a list of the job functions, duties, and responsibilities.

ARTICLE XI - EMPLOYMENT CONDITIONS

- (A) **School Calendar** [TA JX-1]
- (B) **Employee Work Schedules**
 - 1. **Certificated Employees**
 - C. **Teacher Day**
3,6,7,9,10,11 [TA JX-1]

WORK DAY

Commentary

I have reviewed the presentations and made the recommendations below, which, in part attempt to resolve diverse views on points which do not require detailed explanations, e.g. *preparation time* of 40 vs 45 minutes and 200 v 225 minutes

RECOMMENDATIONS

ARTICLE XI – EMPLOYMENT CONDITIONS

(B) Employee Work Schedules

**1. Certificated Employees
c. Teacher Day**

(B (1) (c)

2. Elementary teachers (Grades K-5) shall have at least forty-five (45) minutes of preparation time included in their daily schedule or an average of at least two hundred and 200 minutes per week in addition to time in the morning before the arrival of students and time in the afternoon following the dismissal of students. [See: BX-16]

(B)(1) (c)

4. Secondary Teachers, (Grades 6 – 12) shall have teaching and duty assignments that allow for lunch and planning period(s) each day, based on the number of periods in the school day as provided below:

8-Period Day Schedule:

- 6 Teaching/Duty**
- 1 Planning**
- 1 Lunch**

No secondary teacher shall be assigned more than six teaching assignments. The teacher's hours must be on file in the Principal's office. Anyone seeking to deviate from the schedule on file must notify the Principal

Notwithstanding the foregoing provisions, if the Board makes changes in the scheduling system within the same eight (*) hour workday, e.g. block scheduling or module scheduling after reasonable advance notice to the Union, the foregoing teaching/duty provisions may be revised proportionally by the Board.

(B)(1) (c)

5. Part-time Secondary Assignments: Salary and benefits will be pro-rated according to the number of teaching and duty period assigned, excluding lunch. Preparation periods will be assigned to those working at least a half-day or more. The purpose of the part-time secondary assignment is to provide more flexibility in the scheduling of part-time members of the bargaining unit.

Anything greater than the above shall be assigned a schedule in accordance with section 4 above.

An example of how salary and benefits will be pro-rated according to the present number of periods per day:

<u>Assignment</u>	<u>Salary & Benefit Fraction</u>
1 Teaching	1/8 Salary & 1/8 Benefits
2 Teaching/Duty	1/4 Salary & 1/4 Benefits
2 Teaching/Duty 1 Prep	3/8 Salary & 3/8 Benefits
3 Teaching/Duty 1 Prep	1/2 Salary & 1/2 Benefits
4 Teaching/Duty 1 Prep	5/8 Salary & 5/8 Benefits
5 Teaching/Duty 1 Prep	3/4 Salary & 3/4 Benefits

(B) (c) 8. (a)

Elementary Teachers Professional Day

Each elementary teacher may choose his/her professional day from one (1) of two (2) options. Each option has a range of twenty (20) minutes and shall meet the required elementary teacher day of seven (7) hours and fifteen (15) minutes. On days when a staff meeting is called, each teacher will attend and adjust their starting time to coincide with the staff meeting called, each teacher will attend and adjust their starting time to coincide with the staff meeting.

The teacher's hours must be on file in the Principal's office. Anyone seeking to deviate from the schedule on file must notify the Principal.

Elementary:	Beginning Range	Ending Range
Option One:	7:45 to 8:05 a.m.	3:00 to 3:20 p.m.
Option Two:	8:00 to 8:20 a.m.	3:15 to 3:35 p.m.

(B) (c) 8. (b) **Secondary Teachers Professional Day**

Each secondary certificated employee may choose his/her professional day from one of the two (2) listed options:

Secondary:

- Option One: 7:30 a.m. to 3:15 p.m.
- Option Two: 7:15 a.m. to 3:00 p.m.

The certificated employee's hours must be on file in the principal's office. Anyone seeking to deviate from the schedule on file must notify the principal.

The secondary teacher day will be seven (7) hours and forty-five (45) minutes. Each certificated secondary teacher will be in the building fifteen (15) minutes before the start of the student day.

(B)(1)(c) 11. Starting and ending times [Settled]

(B)(2). NON-CERTIFIED EMPLOYEES

Non-certificated employee work schedules shall be as described below for each classification:

a. Cafeteria

The cafeteria employee will work according to scheduled hours.

The cafeteria employee will receive a ½ hour unpaid lunch as required by law

A cafeteria employee will work the same number of days students are in school. Total paid days are equivalent to days students are in school (178) days plus nine (9) paid holidays

b. Assistant Librarian

The workday consists of eight (8) hours, plus ½ hour unpaid lunch.

Total paid days: 195 days plus nine (9) holidays for a total of 204 days.

Middle School Librarian: 183 days plus nine (9) holidays for a total of 192 days.

c. Library Aide

Total paid days: 183 days plus nine (9) holidays for a total of 192 days.

High School/Middle School Aide workday consists of eight (8) hours, plus ½ hour unpaid lunch.

Elementary School Aide work day to be assigned.

d. Non-Instructional Aide

Non-Instructional Aides shall be paid on an hourly basis for all days that students are in school (178) days plus nine (9) paid holidays. The minimum workday shall be two (2) hours, when required to report to work.

e. Instructional Aide

Instructional Aides shall be paid on an hourly basis as needed. The minimum workday shall be four (4) hours, when required to report to work.

f. Secretary

All secretaries other than the High School Secretary, are to be paid for 206 days plus nine (9) holidays for a total of 215 days.

Annual calendars will be provided for each secretary.

Pay will be according to days worked, plus holidays.

g. **High School Secretary**
The high school secretary is a twelve- (12) month position including paid holidays. The workday consists of an *eight- (8) hour day*.

h. **Maintenance/Grounds/Cleaning**
Twelve (12) month position. The workday consists of *eight (8) hours*.

Second shift premium of twenty-five cents (\$0.25) per hour will be paid to those beginning a shift after 2:30 p.m. Custodians assigned to work Saturday day shifts will also be paid an additional twenty-five cents (\$0.25) an hour.

h. **Bus Drivers**
The workday shall be a minimum of three (3) hours; ½ hour may be taken for unpaid lunch.

The length of the school year for regular drivers shall be 178 days plus *nine (9)* holidays, for a total of 187 days.

i. **Bus Mechanic**
Twelve (12) month position. The workday consists of *eight (8) hours*.

j. **Custodial; Grounds**
Twelve (12) month position. The workday consists of *eight (8) hours*.

k. **Cleaner**
Twelve (12) month position. The workday consists of *eight (8) hours*.

3. **Regular Work Week**
The regular workweek for all employees shall be Monday through Friday.

ARTICLE XI - EMPLOYMENT CONDITIONS
D, E, F, G, H, I,

[TA JX-1]

ARTICLE XI - EMPLOYMENT CONDITIONS

J. Transportation Employees
1, 2, 4, 5, 6, 7, 8, 10, 12, 13, 14, 18, 19

[TA JX-1]

FIELD TRIPS

RECOMMENDATION

3. Field Trips.

Eligibility for athletic trips and field trips shall be limited to regular bus drivers. A regular driver, for this purpose, shall be defined as a driver who drives either a morning or afternoon run, or both, on a daily basis. A driver who holds an additional position or responsibility in the district is eligible for placement on the athletic or field trip rotation. Drivers shall be *limited to one (1) such field trip per week, unless no regular driver is available to take such a trip.*

New drivers shall qualify for athletic and field trips after a service period of ninety (90) calendar days.

The supervisor will offer field trips among the eligible regular bus drivers on a rotating basis *by seniority*. A field trip rotation roster, containing a record of each employee, the day of the field trip, and the number of hours worked shall be maintained by the immediate supervisor and *shall be available the driver upon request.*

The rate of pay for all field trips shall be driver's regular hourly rate. Sunday field trips and those on the actual holiday defined as the *nine* holidays in *Article _____*, will be paid at one and one-half times a driver's hourly rate.

All drivers will be guaranteed two (2) hours pay for any field trip which is canceled after the employee reports, if such driver, or designee, has contacted the athletic office two (2) hours before the field trip on weekdays to determine if the field trip is still scheduled.

Athletic and field trips will be scheduled and assigned to regular drivers at least five (5) days in advance of the scheduled trip date whenever possible. Less notice may be given due to scheduling changes required as a result of circumstances over which the local administration has no control.

9. New Equipment

New Equipment will be assigned with preference given to seniority after all other factors are taken into consideration such as routes, handicap bus, etc.

On the days when students are dismissed early due to a calamity, or for a teacher in-service day, drivers will be compensated for their normal daily hours

11. Bus Driver Training Period Rate of Pay.

Any driver who is required or directed to take an in-service training course by the district beyond the pre-service or basic course, will be paid their current rate of pay for the number of hours allotted for the course or training period.

1. Should a new driver be required to take the pre-service course after they have begun driving for the district, the driver will only be compensated for the hours for which they normally would have been paid for driving.

2. Should a driver take in-service beyond the pre-service course on scheduled work days, the driver will be paid for hours beyond the regularly scheduled hours up to the allotted limits.

The district will only pay for the allotted number of hours of prescribed training. Thus, a driver, due to their own abilities, who takes longer to complete the course, will only be paid for the allotted number of hours. Payment for in-service, as stipulated above, will only be made upon successful completion of the training and submission of written verification of successful completion to the office of the Superintendent.

15. First Aid and CPR

[TA JX-2]

Each driver shall be responsible for taking and passing at Board's expense a standard course in First Aid and CPR.

16. Summer Camp.

A. Drivers shall be selected by seniority for summer camp assignments.

B. Pay for pick-up, drop-off, field trips, paid at Step 0 of the current year, however, the Step shall increase one Step for each year of service thereafter, but not higher than their regular pay Step.

17. Bus Cleaning

[TA JX-2]

Drivers shall be paid their daily rate of pay for cleaning their busses at school year end, four (40 hours maximum for 65-passenger bus, and three (3) hours maximum for 47-passenger bus and two (2) hours maximum for smaller busses.

19. Alcohol and Controlled Substances Testing

[TA JX-2]

K. Drinking Water

[TA JX-1]

L. Facilities

[TA JX-1]

ARTICLE XV – STUDENT DISCIPLINE

[TA-JX-1]

STAFF DEVELOPMENT

UNION

The Unions seeks to change "professional" to "employees" and related changes, which have the effect of adding the classified to the professional development system. The Union proposes to increase the size of the joint committee to six "employees and six administrators to enable the union to select both teachers and classified employees on the staff development committee. The Union also seeks to require compensation, while attending classes, at the employee's respective hourly rate of pay. Further, the Union proposal contains the following: "Each employee's compensation will be limited to sixteen (16) hours of staff development outside the school day per year. The committee will offer a minimum of eight (8) hours of staff development per year."

BOARD

The Board opposes combining teachers and classified in staff development, asserting that the focus is to improve teaching skills, and such training for classified employees who have skills to maintain or improve may request and be sent for classes at the option of the Board. The Board is unwilling to increase the compensation because the training enables the employees to "better themselves."

Commentary

I agree with the Board that, at this time with this new combined agreement, the plan should deal with the certificated teachers only with training for classified that is optional on the part of the Board. This should include maintaining and improve skills, e.g. new or updated computer technology (word processing, spreadsheet, page-maker, etc.).

RECOMMENDATION

ARTICLE XXIV - STAFF DEVELOPMENT

A. Certificated Staff Development

1. RHEA and the Administration agree that certificated staff development is a vital component in the instructional program. To this end, RHEA and the Board agree to develop a comprehensive certificated staff development plan. This plan will encompass all staff development resources including, but not limited to, ECCO and the Greater Cleveland Development Center at Cleveland State University and the Cuyahoga County Board of Education.

2. The program will be developed by a joint committee of three (3) certificated employees nominated by the Association and three (3) administrators appointed by the Superintendent and will include programs for all professional staff, on in-service day or other in-service required by the professional staff. The task of this committee will be to develop and implement the major focus of staff development in this district.

3. Certificated employees will be compensated at the rate of 0.0025 on the base salary index for each four (4) hours of staff development and will be paid upon demonstration of competency as required by the staff development committee. This compensation will be limited to after school, evenings, weekends or summers. Each certificated employee's compensation will be limited to sixteen (16) hours of staff development outside the school day per year. The committee will offer a minimum of eight (8) hours of staff development per year.

PROFESSIONAL DEVELOPMENT PLAN

UNION

The Union wants to add classified employees "who have regular contact with students," to be permitted to submit a plan and, if approved, to be reimbursed up to \$100.00.

BOARD

The Professional Development Plan is actually a Classroom Development Fund. This fund was not intended as an arbitrary, unfettered, non-accountable and untaxable stipend of \$200.00 for teachers.

The Board's proposal is current teacher contract language. The Board proposes to pay certificated employees at the rate of .0025 on the Bachelor's Degree Base Salary Index for each four (4) hours of staff development. In-service under this provision is voluntary on the part of the employee and designed for professional improvement, if desired. In-service time does not involve student contact, nor is it based upon the years of experience or level of degree, and the criteria is in part developed by the employees.

The Association proposes to have this same professional development committee apply to the classified. However, classified in-services are generally offered during the workday. Therefore, this provision would be inapplicable. The Board has tentatively agreed to provide full pay for any prior approved in-service development for classified employees where the Board deems necessary.

Commentary

Under the current agreement, certificated employees can submit a plan. If approved they can be reimbursed up to \$200. As noted above, at this time with this new combined agreement, the plan should deal with the certificated teachers only with training for classified that is optional on the part of the Board.

RECOMMENDATION

ARTICLE XXV - PROFESSIONAL DEVELOPMENT PLAN

**A. Professional Development Plan
Classroom Development Fund**

- 1. The objective of this fund will be for the purchase of supplementary classroom materials, rewards for students, supplementary books and other such items or services that are professionally appropriate. Certificated employees will develop a plan for this purpose.**
- 2. The certificated employees who create a plan shall file it with the Principal.**
- 3. Procedures for participation; proposals may be submitted as early as August 15th, but no later than October 15th.**
- 4. Certificated employees that submit an acceptable plan will have a budget of up to 200.00**
- 4. Certificated employees will complete a requisition for Purchase Order at the time they submit their proposal and will turn in receipts by January 15th for the first semester and June 1st for the second semester. Payments to teachers will be made prior to January 30th and prior to June 15th.**

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

BOARD

Members of the Committee can conduct its work (determined by the Committee either by means of paid release time or compensation equal to .0008 of the year 0 Step of the BA column of the salary schedule). This work does not involve student/teacher contact. Teachers are paid not based upon their years of experience or their education. This is a usual and customary way of paying teachers who volunteer to perform work. [See: BX-35]

UNION

The Union's primary argument is that if release time is not allowed, teachers should be paid their respective hourly rate.

Commentary

The Local Professional Development Committee was established for the purpose of complying with new provisions of the Ohio Code Section 3319.22. The parties agree on the language except for the compensation provision. The Board asserts that its method of compensation is traditional. There was insufficient evidence to support the Union at this time; however, there is merit to the idea that if release time is not allowed, teachers should be paid their respective hourly rate.

My view is that this recommendation is merely a starting point. Future negotiations may provide different results.

RECOMMENDATION

ARTICLE XXV - PROFESSIONAL DEVELOPMENT PLAN

C. Local Professional Development Committee

In compliance with Ohio Revised Code, Section 3319.22, the LPDC shall be empowered according to law and determine it's own structure, plans, and criteria for approval of individual professional development plans, related in-service plans for employees, and any other requirements.

The LPDC shall conduct its work either by means of paid release time or compensation for work beyond the normal workday or work year.

Compensation shall be equal to .0008 of the Year 0 step of the BA column of the Employee Salary Schedule

At the close of each school year the LPDC shall submit a report of it's activities, structure, and plans to the Board and to RHEA for evaluation.

COMPENSATION AND FRINGE BENEFITS
EMPLOYEE SALARY SCHEDULES

UNION

There is a psychological Union distrust because, in 1998, the Union claims the Board said it was \$100,000 deficit, but actual was \$1 million, therefore the Union believes that the Board should make up and correct for misleading or misinforming the Union.

The primary position of the Union is that the Board can afford to pay the Union's compensation position. The Union presented testimony from than OEA research expert who reviewed a number of public records and researched [UX-4 and UX-5] "the ability of the public employer to finance and administer the issues proposed." He took into account actual and projected figures; state mandated requirements e.g. new texts, text reserves and text replacements, capital improvements, and "rainy day" budget reserves. He testified that the Board has choices in how to comply with such requirements and options available to the Board.

In reliance upon Mr. Thompson's testimony, the Union contend that the Board has sufficient funds available over five (5) years [UX-3] to pay the Union analysis, i.e. a four (4%) percent raise plus COLA of three (3%) or a total of seven (7%) percent. A master staff list (effective 7/1/00) was submitted identifying certified and classified employees [UX-8]. He took into account reserves or set asides [3% for texts; 3 % for capital improvements; as well as budget reserves for "rainy days") and textbook reserves.] Revenue sources include 10% from the State, which is "flat, and 9% from property taxes, which is affected by H.B. 920. Inside millage does not change but voters can approve levies above that base. However, it cannot be assumed that a new or a renewal levy will pass. Concurrently, enrollment remains steady or grows.

He stated the Board could make choices with no impact on the general fund. The Union summarizes its evidence that the aggregate cost Certificated teachers, together with the annual cost for Classified, over three years is available without impairing the Board's responsibilities. [See:UX-9 from Ohio Dept of Education, Cuyahoga County on pages 10-11; also: UX-10 Certified Schedule (note: no such document for Classified)]

Specifically, the Union asserts, an across-the-board increase of 5.5% or 16.5% (including additional costs for retirement pensions, supplemental pay, and insurance) over three years is affordable, reasonable in light of the history of the units. [See Union Appendix A]. In addition the Union seeks increases for the Library Assistant, whose duties are at least equal to a beginning teacher, as well as the bus mechanic and the maintenance workers.

BOARD

The Board has proposed for the certificated personnel, annual raises of 3.75%, 3.25% and 3% on the base salary. These raises represent reasonable, competitive annual increases comparable to those increases offered to certificated staff in other districts. These raises keep the Richmond Heights certificated staff competitive with the salaries of teachers in small districts in Cuyahoga County and adjoining counties.

The Union position that the Board is unwilling to fairly and reasonably compensate its teachers despite its carry-over balance from last year indicative of underpayment of salaries is an unwarranted short term perspective. The actual carry-over is the approximate equivalent of one month's worth of expenses. [BX-37]. While the Board is willing to apply a portion of the carry-over to increased salaries and benefits for its employees, it must apply some of these funds to educational needs such as purchasing current text books, refurbishing science labs and expanding classroom facilities, while maintaining financial stability and public trust/confidence. The District is projecting deficits and necessary levies at the end of this contract term. [BX-43 available resources]; [BX-45 loss of tangible property tax due to closing of PHS Mt. Sinai bought by University Hospitals which are tax exempt]

The Board notes that the Union figures in UX-8 do not include longevity pay. See: [BX-47]; [BX 38 A-B] Shift Differential Cost; [BX-39] Drug Cost; [BX-40]; ERIP [BX-41]

Nevertheless, the Board has offered increases to classified salaries, also at 3.75%, 3.25% and 3% over the next three (3) years. Additionally, because of equity concerns voiced during bargaining in three (3) classifications the Board has offered to increase the schedules for the classifications: Maintenance, Bus Mechanic and Library Aide, for reasons of equity, 2.5% before applying the previously wage increase offer.

The salaries and wage rates are competitive with other districts of the same size with student populations of about 1000. It is also necessary to maintain public confidence without alienating public support while allowing the Board to responsibly deal with the financial contingencies that may arise.

Commentary

In addition to the offered wages increases of 2.5% for the classifications of Maintenance, Bus Mechanic and Library Aide, before any general wage increase, the wage disparity is fundamentally a dispute as to whether the Board's offer of 3.75%, 3.25% and 3.00% over the next three (3) years should be recommended by the Fact-Finder or should the Union's figures of 5.5 % per year over three (3) years or a minimum of 16.5% be accepted. The differential between the parties relates to whether, over and above the compensation offered to the Union, there is a surplus available, the extent of that surplus, and whether such surplus should be allocated to wages.

The Board insists that after meeting statutory requirements and providing for reserves, there are insufficient surplus funds available that can be committed to increased compensation. Nor does the Board believe that asking taxpayers is appropriate at this time [BX-42 Millage capacity]. Boards are rarely willing to ask voters for more taxes. It is noteworthy that none of the more than 600 districts in Ohio can expect much additional help from the state soon. The legislature is either unwilling or unable to help despite litigation.

Never the less, the Union believes that it is a matter of choice and that the Board simply chooses to allocate whatever funds it has available to other areas needs or desires. The evidence is equally probative on both sides. It is also equally overstated by both. While the Union's demand has a ring of rationality to it, in my view the Union is over-reaching. The Board on the other hand, in discharging its duties to properly manage taxpayers dollars, is protecting more than it must.

Anticipated eventual capital improvements [dispite testimony of Architect R. Michael Brown projections provided in January and February 2000, prior to the onset of these negotiations, for new classrooms and technology and retrofitting computer labs for Richmond Heights] should not be given undue weight, however, there are needs for reserves [Testimony of Treasurer Debbie Hermann]. The former are possibilities, the latter are probabilities. These conflicting views must be considered in allocating funds between labor and other school needs. (Also, I am aware that the unrebutted historical perception that the Union was misled or misinformed on the district's previous financial situation, cannot be ignored and must be addressed).

It is noted that, among other comparables, La Brae in Trumbull County negotiated increases of 4%, 4% and 4% over three (3) years and, apparently, still: maintained its required carryovers for operations, provided 100% for health care and prescription drugs. This is consistent with other trends in Ohio. There have been school tax increases in Ohio at 3.0 to 3.2% and, Richmond Heights may eventually have to go back to the voters. [Testimony of Superintendent Ronald Joseph].

RECOMMENDATION

I recommend that the present rates for the classifications of Maintenance, Bus Mechanic and Library Aide be raised two and one-half (2.5%) percent.

In addition to said focused increases of 2.5%, I recommend that the Board increase the employees wages and/or salaries: 4.00 %, 3.50 % and 3.50 % over the next three (3) years.

The parties shall redraw the Appendix A containing the Salary Schedules consistent with the preceding recommendations.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

A. Employee Salary Schedules

The employee salary schedules for the duration of this Agreement will be found in the attached APPENDIX A.

SALARIES AND BENEFITS

BOARD

1. Employees shall be paid according to the applicable provision(s); salary schedules and benefit provisions included in this Agreement.

Any certificated employee who is authorized by the Superintendent to work in excess of one hundred eighty-six (186) days shall be compensated at his/her per diem rate of pay except as otherwise specifically provided in this Agreement or by the Supplementary Salary Schedule.

The Board wants to apply only the "applicable provisions" e.g per diem or flat fixed amounts. There are part-time employees as well as employees, who are used on an as-needed basis, therefore those, other than full-time employees, specifically described in the Salaries and Benefits Section, should be paid in accordance with those specific provisions in the Agreement.

The Board opposes being required to issues separate checks. The Treasurer testified to some degree of cumbersome and complex difficulties that would be encountered if the Board is required to issue two checks in one week and also meet the requirement of providing its bank with 1 ½ days advance notice.

UNION

B. 1. The Union wants per diem to apply to all employees, certificated and classified, who work beyond their contract year.

B. 3. The Union also seeks agreement that such pay will be paid "in a manner that does not cause larger inappropriate increases in employee withholding amounts."

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

B. Salaries and Benefits

1. Employees shall be paid according to the applicable provision(s); salary schedules and benefit provisions included in this Agreement.

Any employee who is authorized by the Superintendent to work in excess of one hundred eighty-six (186) days shall be compensated at his/her per diem rate of pay except as otherwise specifically provided in this Agreement or by the Supplementary Salary Schedule

2.

[TA JX-1]

3. (Union proposal rejected)

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
HEALTH CARE BENEFITS

BOARD

The Board proposes the same coverage at the same cost to eligible employees. The Board has not attempted to take back any health care benefits previously enjoyed by the employees. In addition, the increased cost of health insurance overall to the Board for the last year of the contract was thirteen percent (13%). Since the increase exceeded ten percent (10%), the Board could have required the parties to reopen, but instead, chose to absorb the additional cost.

The health care coverage enjoyed by the certified and classified employees will be described as coverage comparable and/or better than the coverage enjoyed by other employees in other districts. Furthermore, the cost of obtaining health care coverage by those eligible employees is minimal; i.e. continue \$25.00 per month for certificated employees' plan and \$4.00 per month for classified employees' family plan or \$2.00 per month for single classified employee coverage.

The Board's proposed language is:

1. *The Richmond Heights Board of Education will make available* single or family coverage for each of the medical insurance coverages listed. Enrollment in these programs is not automatic and it shall be the responsibility of each employee to initiate enrollment.*

UNION

The Union seeks to delete "will make available" and insert: "shall pay the full single or family coverage for each of the medical insurance coverages listed for each employee".

- a. Medical Mutual of Ohio SuperMed Select
[Arbitrator's exhibit below]
[Both parties seem to be in agreement on the basic plan]

- b. Prescription drugs

BOARD

The Board reports that, over the term of the last contract, the prescription drug coverage which provided for a \$10.00 deductible for both pharmacy-filled and mail-order prescriptions was no longer available. The coverage offered by the insurance carrier was a \$10.00 deductible for generic, \$20.00 deductible for brand name when pharmacy filled. All drugs with no generic and dispenses "as written" had a \$20.00 deductible and mail order drugs with a three (3) month supply became a \$20.00 deductible for generic and a \$40.00 deductible for brand name. Since the contract provided for coverage other than what was available, the Board paid the increased prescription costs over the balance of the contract.

The Board's proposed language is:

- b. Prescription drugs will have a \$10 deductible for generic, \$20 brand name when pharmacy-filled. All drugs with no Generic and "dispense as written" will be \$10. Mail order drugs will provide a three-month supply and be \$20 for Generic and \$40 for brand name
- c. Dental insurance – Schedule of Benefits
[Arbitrator's exhibit below]

UNION

[Note the Union requested that the Lifetime Maximum for Orthodontic Services be raised from \$1,000 to \$1,500 Per Person]

- d. Vision Care – Schedule of Benefits:

BOARD:

- d. Vision Care – Schedule of Benefits:

One exam per year at UCR rate (\$85 maximum payment). In addition to the vision materials coverage provided under the Medical Mutual of Ohio plan, additional discounts will be provided on frames, glasses, contacts and other materials through participation in a vision network.

UNION

The Union seeks to delete this clause, and add a detailed schedule of vision coverages preceded by the following language:

Claims shall be paid on the basis of 100% of the usual, customary and reasonable amount for covered services other than Contact Lenses. The following vision care services and benefits shall be provided in each benefit period (calendar year): [Scheduled benefits].

Commentary

[The Union request, which is generally not unreasonable, can be the subject of a later negotiation]

e. Life Insurance

[TA-JX-1]

2. Certificated Employees:

BOARD

Full-time certificated employees shall pay \$25.00 per month through payroll deduction. Part-time certificated employees shall be eligible to obtain available benefits based upon the appropriate fractional portion of the days duties assigned and at the same level of contribution paid during the 1998-2000 contract.

UNION

The Union would delete the existing payroll deduction of \$25 per month.

3. [TA-JX-2]

4. Insurance Carriers

BOARD

The Board proposes to change carriers upon thirty (30) days advance notice to RHEA, but only under the circumstances when they provide equivalent coverage.

The Board may change carriers for any of the insurance programs provided by such coverage and service shall be equivalent to that provided by the present carriers as of the effective date of this contract. RHEA shall be notified 30 days in advance of any proposed change in carriers.

5. Health Care Committee

[TA-JX-1]

HEALTH CARE REOPENER

6. Health Care Reopener

BOARD

The board proposes to maintain the current language with respect to the health care reopener, except for the addition of language which would allow a reopener when a coverage listed in the contract is no longer available. The Board does not want to be in the insurance business. The Board requests that when coverages are not available or become cost prohibitive that the parties reopen to discuss options to deal with those circumstances.

The Board proposes to insert the italicized language:

or in the event that a coverage (2) is no longer offered or becomes prohibitively expensive, or prevents the Board from obtaining competitive bids on the insurance coverages, the Board and the Association are mutually committed to reopen the collective bargaining agreement with respect this Article relating to health insurance only.

Union

The Union opposes this proposal.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

C. HEALTH CARE BENEFITS

1. Benefits offered

The Board will offer and make available single or family coverage for each of the medical insurance coverages listed. Enrollment in these programs is not automatic and it shall be the responsibility of each employee thereafter to initiate enrollment.

a. Medical Mutual of Ohio SuperMed Select [as follows or as attached]

a. Prescription drugs will have a \$10 deductible for generic, (*if available and medically appropriate*); \$20 brand name when pharmacy-filled. All drugs with no generic, (*if available and medically appropriate*), and "dispense as written" will be \$10. Mail order drugs will provide a three month supply and be \$20 for generic, (*if available and medically appropriate*) and \$40 for brand name

c. Dental insurance – Schedule of Benefits

[Note: This includes the Union amendment to provide that the Lifetime Maximum for Orthodontic Services be raised from \$1,000 to \$1,500 Per Person].

d. Vision Care – Schedule of Benefits:

One exam per year at UCR rate (\$85 maximum payment). In addition to the vision materials coverage provided under the Medical Mutual of Ohio plan, additional discounts will be provided on frames, glasses, contacts and other materials through participation in a vision network.

e. Life Insurance

[TA-JX-1]

2. Classified Employees:

The Richmond Heights Board of Education shall pay the full, single or family coverage for each of the medical insurance coverages listed for all classified employees who work a minimum of 20 hours per week and were under contract to the Board of Education prior to July 1, 1981. The Board agrees to pay the following for all regular classified employees employed after July 1, 1981:

a. Classified employees, who work a minimum of 30 hours per week, the Board shall pay the complete cost for each of the medical and dental insurance coverages listed.

b. Employees, who work a minimum of 20 hours per week, but less than 30 hours per week, the Board shall pay as follows:

For Single Coverage: 100% hospitalization and major medical

For Family Coverage:

Single coverage plus 50% of the difference in cost between single and family coverage for hospitalization and major medical

For Single or Family Coverage:

50% of all other elected coverages (i.e., dental, vision, prescription drug) which have been selected by the employee.

Classified employees receiving fully paid Board coverage shall pay \$4.00 per month for family coverage and \$2.00 per month for single coverage by payroll deduction.

c. For employees who work a minimum of 10 hours per week, but less than 20 hours per week, the Board shall pay 25% of the complete cost of the medical and dental programs listed which have been selected by the employee.

3 Certified Employees:

Full-time certificated employees shall pay \$25.00 per month through payroll deduction. Part-time certificated employees shall be eligible to obtain available benefits based upon the appropriate fractional portion of the days duties assigned and at the same level of contribution paid during the 1998-2000 contract.

4. Change of Carriers:

The Board may change carriers for any of the insurance programs provided by such coverage and service shall be equivalent to that provided by the present carriers as of the effective date of this contract (i.e. no reduction in any coverage or in service, or the financial capacity to provide such insurance programs). RHEA shall be notified 30 days in advance of any proposed change in carriers.

5. **Health Care Committee** [TA-JX-1]

6. **Health Care Reopener**

Effective July 1, 2000, the Board is obligated to pay no more than a 10% increase per year (September 1 through August 31) over the level in effect the previous year for all forms of health insurance (excluding life insurance). In the event that the premium decreases more than 10% from the prior year, the amount of money saved beyond 10% will be equally divided among all employees currently enrolled in the triple option health care benefits plan. Payments

will be made in one lump sum subject to the appropriate withholding before December 1 following the close of the previous school year.

In the event the premium increase is more than 10% over the levels in effect the previous year, or in the event that a coverage (2) is no longer offered or becomes prohibitively expensive, or prevents the Board from obtaining competitive bids on the insurance coverages, the Board and the Association are mutually committed to reopen the collective bargaining agreement with respect this Article relating to health insurance *only*.

The parties will bargain concerning various options, which include, but are not limited to, changes in program design, employee contributions or other modifications as may be mutually satisfactory. In the event the Board and the Association are unable to reach an agreement within 30 days following the Board's written notice to the Association reopening negotiations relating to this Article *only*, the Board and the Association mutually commit to submit the dispute to binding arbitration through the American Arbitration Association under its voluntary labor arbitration rules.

7. Employees on Unpaid Leave of Absence [TA-JX-1]

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(D) Payroll Practices

1 [TA-JX-1]

2

3 Teachers Retirement System and School Employees Retirement System Contributions

ERIP -
TEACHERS RETIREMENT SYSTEM AND SCHOOL EMPLOYEES RETIREMENT SYSTEM CONTRIBUTIONS

BOARD

(Current Contract Reference: Classified: Art. 51, p. 45 & 46) The Board is proposing current contract language.

The current contract language does not require the Board to pay any portion of the employee's contribution. The request for the employer to pick up the employee's portion of the contribution is the exception rather than the rule as it relates to school board employees.

The Association requests that the Board pick up one-half (1/2) of the employee's contribution. The employee's contribution is approximately 9.3% for the certificated staff and 9% for the classified staff. The Association is asking for, in effect, along with their salary demand of 5.5 increase per year, a 10.15 increase per year in salary with this Proposal.

UNION

Seeks Board to increase pickup of pensions.

RECOMMENDATION

S.E.R.S. AUTOMATIC PICKUP PROCEDURE

The Board will establish a procedure for the automatic pickup of the classified employee's portion of the retirement system contribution through the salary reduction/reinstatement method. Effective with the first full payroll following ratification of this Agreement, the Board will not deduct federal or state taxes on the amount of the classified employee's contribution to the S.E.R.S., with appropriate notation made on the W-2 forms. This procedure will be applied uniformly to all classified employees. Severance pay, overtime pay, salary adjustments and all other matters shall be based on the published salary schedule.

RECOMMENDATION

STATE TEACHERS RETIREMENT SYSTEM CONTRIBUTIONS AUTOMATIC PICKUP PROCEDURE

In accordance with S.T.R.S. Bulletin to Employers dated December 1983, and identified as Vol. 1, No. 2A, the Board will establish a procedure for the automatic pick-up of the certified employee's portion of the Retirement System contribution through the salary reduction/reinstatement method. Effective with the first full payroll period following ratification of this Agreement, the Board will not deduct federal or state taxes on the amount of the certified employee's contribution to the S.T.R.S., with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all teachers. Severance pay, supplemental salaries and index and all other matters shall be based on the published salary schedule.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(E) Certificated Employee Horizontal Salary Schedule Moves [TA-JX-1]

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
SEVERANCE PAY

UNION

Want to remove: "who works regularly each week on a permanent part-time basis or on a full-time basis with the Board," so that any employee qualifies. The Union also seeks a maximum of 230 unused sick days

BOARD

(Current Contract Reference: Teacher: Art. XXVII, p. 46; Classified: Art. 20, p. 15). The Board of Education has offered to increase the computation on total, accumulated, unused sick leave from 200 unused sick leave days to 220 sick leave days, which reflects a ten percent (10%) increase for the certificated employees. In addition, the Board has requested language setting forth reasonable, procedural conditions prior to payment.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(F) SEVERANCE PAY

1. Upon retirement, as defined herein, any employee who works regularly each week on a permanent part-time basis or on a full-time basis with the Board, may elect, at the time of their retirement, to be paid a sum,

computed on total accumulated and unused sick leave, with a maximum of 220 sick leave days in accordance with the following scale:

Years of Experience In <u>Richmond Heights</u>	Percentage of Total Accumulated <u>Sick Leave</u>
1 - 4	6 - 1/4%
5 - 9	12 - 1/4%
10 or more	25%

2. Severance pay shall be computed on the employee's current per diem rate of pay, exclusive of supplemental contracts, extended, service, overtime service, overtime or any other extra compensation.
3. An employee may receive severance pay only once from the District. Retirement shall mean eligibility for benefits from S.T.R.S. or S.E.R.S. and actual retirement from the District, except that in the case of an employee with twenty (20) or more years recognized salary schedule experience by the District, an employee shall be eligible for this benefit upon retirement as defined herein or termination of full-time employment with the District for any reason whatsoever. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
4. Severance payments shall be paid by separate check upon fulfillment of the following conditions:
 - a. The employee should notify the Superintendent in writing approximately forty-five (45) days prior to the first day of retirement.
 - b. The employee must present satisfactory evidence to the Treasurer that retirement is effective. The Treasurer will cause to be issued a lump-sum severance paycheck to the retired employee within fifteen (15) to thirty (30) days thereafter or as provided by IRS regulations.
 - c. Any exceptions to these rules and regulations must be recommended by the Superintendent to the Board of Education.

(G)	Supplemental Schedules Information	[TA-JX-1]
	1	[TA-JX-1]
	2	[TA-JX-1]
	3	[TA-JX-1]
	4	[TA-JX-1]
(I)	Payment for Period Substitution	[TA-JX-1]
	1.	
	2.	
	<u>3 no title</u>	25

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
PAYMENT FOR PERIOD SUBSTITUTION

UNION

Union wants this payment to be at the employee's regular hourly rate
Management wants a fixed rate of \$20.67

BOARD

The Board has offered an increase in period substitution. The amount of period substitution pay is in addition to the teacher's per diem rate, which represents almost a thirty percent (30%) increase over the previous contract rate for period substitution, when a teacher is called upon to substitute during unassigned time. In circumstances where a teacher is requested to take additional students because of the absence of another teacher, the rate is only slightly increased from current contract language. This payment is in addition to the teacher's per diem rate. (Current Contract Reference: Teacher: Art. XVII, p. 48).

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(H) Payment for Period Substitution

2. If a certificated employee is called upon to substitute during a period normally unassigned, that certificated employee will be paid at the employee's respective hourly rate per period or fraction thereof.

Voluntary substitutions arranged between equally qualified (with the approval of the building principal) will not be compensated.

3. When a certificated employee is requested to take additional students when another teacher certificated employee is absent and a substitute is not obtained, the employee shall be compensated at the employee's respective hourly rate per hour during the time of assuming the additional students.

When such additional class of students is shared by more than one (1) teacher, the compensation shall be shared proportionately among the certificated employees.

An elementary teacher who retains his/her own students because of the absence of an art, music, library, or physical education teacher shall receive additional compensation at employee's respective hourly rate per hour for such time.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(I)	Mileage – Job Related	[TA-JX-1]
	1	[TA-JX-1]
	2	[TA-JX-1]
	4	[TA-JX-1]

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
CURRICULUM WORK

UNION

The Union rejects the requirement of a Bachelor's degree.

BOARD

Board proposes to retain current contract language. Current Contract Reference: Teacher: Art. XXVII, p. 49. Pay for curriculum work would be increased to the extent the beginning Bachelor's Degree salary is increased in the Collective Bargaining Agreement. Curriculum work is volunteer work. The quality of curriculum work is not linked to the educational degree obtained or the seniority of the teacher engaged but rather is affected by the interest and effort of the certificated employee performing the work.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

J. Curriculum Work

The rate of pay for non-released time for curriculum work shall be determined by dividing the appropriate Bachelor's Degree beginning salary by one hundred eighty-six (186) days.

The Superintendent shall authorize summer curriculum work and supplemental contracts shall be issued for the performance of summer curriculum work.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
LONGEVITY PAY

- (L) Longevity Pay [TA JX-1]
 - 1 Certificated Employees
 - 2 Classified Employees

Commentary

The significant difference between the Board proposal and the Association proposal is that the Association wants the longevity pay included in the computation of any subsequent increases to the salary schedule. This is contrary to current contract language. Current Contract Reference: Classified: Art. 50, p. 30. The usual and customary practice is not to include longevity pay in the computation of any subsequent increases to the salary schedules.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

- (L) Longevity Pay
 - 2 Classified Employees

Classified employees who have completed their 10th, 13th, 15th, 17th and 19th year of service with the Board, shall have the longevity payment added to the last step of their respective salary schedule as follows:

- 10 years completed – 25 35 cents per hour
- 13 years completed – 40 50 cents per hour
- 15 years completed – 55 65 cents per hour
- 17 years completed – 70 80 cents per hour
- 19 years completed – 95 cents per hour

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
Tuition Reimbursement

UNION

The Union seeks to include classified employees for continuing education.

BOARD

Management's proposal compensates teachers for college courses that advance them higher on the salary scale (and indirectly helps them maintain their certification and/or licenses) is maintained as is while the increase to this benefit exceeds six percent (6%). Current Contract Reference: Teacher: Art. XXVII, p 50
Classified: None

The Board rejects the Union's attempt to extend this tuition reimbursement to bus drivers and other classified employees, asserting that there is no rational basis for doing so, nor are courses need to maintain their position.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(L) Tuition Reimbursement

The Board of Education will compensate certified employees for college courses taken that will qualify for advancement on the certificated salary schedule. Compensation shall be limited to \$800 for the school year. Written applications must be approved by the Superintendent before registration of classes. The tuition reimbursement school year shall be September 1 through August 31 of each year.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
EARLY RETIREMENT INCENTIVE PLANS (ERIP)

BOARD

The Board proposes the same but separate Early Retirement Incentive Plan as existed in the previous Contract of the certificated employees with only a change of dates: An opportunity to retire during the first year of the Contract only and a 5% cap would apply to the certificated employees. The Board would purchase two (2) years of service credit. Management allows Severance Pay OR ERIP.

Although this is a very expensive item for the Board, the Board is also willing to offer this Early Retirement Incentive Plan to the classified employees as well because the Union insists it is necessary for the whole unit.

With the number of employees undetermined who will actually take advantage of these early retirement incentive plans, financial planning is difficult at best. Consequently, this proposal constitutes one of those financial contingencies or risks (over 3 or 4 years) for which carry-over funds (or what the Union describes as a "surplus") must be available for this benefit to be viable.

UNION

The Union proposes a provision combining the ERIP for certificated teachers and classified employees. Union wants both severance pay and ERIP.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(M) EARLY RETIREMENT INCENTIVE PLANS (ERIP)

1. **ERIP PLAN for CERTIFIED TEACHERS** There shall be early retirement incentive plan for **CERTIFIED TEACHERS (ERIP)** as follows:

A. The Board shall implement this ERIP pursuant to and in accord with ORC 3307.35 and the administrative requirements of STRS for all certificated teachers who are members of the State Teachers Retirement System. This ERIP will be in effect from January 1, 2001 through December 31, 2001.

B. **PARTICIPATION**

Participation shall be open to all certificated employees who are members of STRS, up to a maximum of 5%. In the event more than 5% of certificated employees who are members of STRS as of January 1, 2001, want to retire under this ERIP, eligibility and selection will be based upon seniority in the Richmond Heights School District.

Certificated employees, who are eligible to retire under STRS and this ERIP, are not entitled to severance pay per Article XXVII (F) of this Agreement.

C. Eligible employees shall be those who:

1. Are employed by the Board during the term of the ERIP

2. Have attained the age of 50 prior to December 31, 2001

3. Will qualify, after purchase of service credit, for retirement under ORC 3307.38

4. Resign and retire under STRS between January 1, 2001, and not later than ninety (90) days after the expiration of the ERIP, with the irrevocable resignation effective between January 1, 2001 and December 31, 2001

5. Submit an irrevocable letter of resignation to the Superintendent's office specifying the employee's effective date of retirement with the resignation being effective between January 1, 2001, and December 31, 2001. The resignation letter must be submitted during the period beginning January 2, 2001 and ending January 5, 2001.

2. Two (2) years of service credit shall be purchased under this ERIP subject to the statutory limitation of a maximum of 1/5th of each Member's total eligible service credit. The Board shall pay the total cost of the ERIP.

3. Participants in this ERIP are eligible to receive the total number of years of service credit allowable and not just the minimal number to qualify for retirement.

2. ERIP PLAN FOR CLASSIFIED EMPLOYEES There shall be early retirement incentive plan for Classified Employees (ERIP) as follows:

A. The Board shall implement this ERIP pursuant to and in accord with ORC _____ and the administrative requirements of STRS for all classified employees who are members of the State Teachers Retirement System. This ERIP will be in effect from January 1, 2001 through December 31, 2001.

B. PARTICIPATION

Participation shall be open to all classified employees who are members of SERS, up to a maximum of 5%. In the event more than 5% of classified employees who are members of STRS as of January 1, 2001, want to retire under this ERIP, eligibility and selection will be based upon seniority in the Richmond Heights School District.

Classified employees, who are eligible to retire under this SERS and this ERIP, are not entitled to severance pay per Article XXVII (F) of this Agreement.

C. Eligible employees shall be those who:

- 1. Are employed by the Board during the term of the ERIP**
 - 2. Have attained the age of 50 prior to December 31, 2001**
 - 3. Will qualify, after purchase of service credit, for retirement under ORC 3307.38**
 - 4. Resign and retire under STRS between January 1, 2001, and not later than ninety (90) days after the expiration of the ERIP, with the irrevocable resignation effective between January 1, 2001 and December 31, 2001.**
 - 5. Submit an irrevocable letter of resignation to the Superintendent's office specifying the employee's effective date of retirement with the resignation being effective between January 1, 2001, and December 31, 2001. The resignation letter must be submitted during the period beginning January 2, 2001 and ending January 5, 2001.**
- 3. Two (2) years of service credit shall be purchased under this ERIP subject to the statutory limitation of a maximum of 1/5th of each Member's total eligible service credit. The Board shall pay the total cost of the ERIP.**
 - 4. Participants in this ERIP are eligible to receive the total number of years of service credit allowable and not just the minimal number to qualify for retirement.**

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

(N)	Workers Compensation	[TA JX-1]	
(O)	Overtime		[TA JX-1]
(P)	Boiler License Stipend		[TA JX-1]

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
VACATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS
Q. VACATION

1	[TA JX-1]
2	[TA JX-1]
3	[TA JX-1]
4	

UNION

The Union proposes a change in the length of vacations to read: "After nineteen (19) years of completed service... Five (5) weeks" i.e. a 5th week of vacation after the 19th year and 4 weeks after 14th year.

BOARD

The Board opposes this proposal. Classified employees who work eleven (11) months or more during the year after fourteen (14) years, already get four (4) weeks of vacation. Four weeks is traditional and, furthermore, in addition to increased costs, more vacation time increase problems in getting vacation substitutes and replacements, particularly when there is a tight labor market.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

Q. Vacation

[No change from current provision. (Four (4) weeks maximum)]

PAID HOLIDAYS

UNION

The Union proposes that teachers receive three additional paid holidays, Labor Day, New Years Day, and Memorial Day. It also provides that classified employees holidays contractually include: the day before Christmas, the day after Christmas, and the day before New Year's, all as selected by the Superintendent.

BOARD

The Board opposes the Union proposal for three (3) paid holidays for teachers whose work days are specifically tied to school days as a major departure from industry standards. The proposal is not included in any other Ohio teacher's contract to our knowledge. Management notes that teachers are already paid 186-day contract there is no loss of income and no extra work on these days, however, the Board pays extra if they work on these days.

The employees also get either twelve (12) or nine (9) paid holidays per year. In addition, all employees get three (3) personal days. (Current Contract Reference: Teacher: None; Classified: Art. 35, p 29). This request is expensive and excessive. The Board's proposal is current language and practice.

Commentary

The Union proposal to add three paid holidays for teachers is rejected. No comparable contracts support this proposal. The current language as proposed by the Board shall remain.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

R. Paid Holidays

The following are paid holidays for all other classified employees;

- New Year's Day**
- Martin Luther King Day**
- Presidents' Day**
- Good Friday**
- Memorial Day**
- Labor Day**
- Thanksgiving Day**
- Day after Thanksgiving**
- Christmas Day**

Holiday pay shall be paid based upon regularly scheduled hours worked in the day.

CLASSIFICATION PAY

UNION

Under the existing contract, if a classified employee works in a higher classification, he/she has to work at least three (3) days to then be paid at the rate of the higher classification. The Union wants to delete the three- (3) day wait. Also, the Union adds: "If the assignment is to perform work [in place of] an employee on vacation, it shall be for the duration of the vacation." These provisions would not apply if the employee is not qualified for the position.

BOARD

The Board agrees that if any classified employee is requested by the Supervisor to do so and does perform work normally performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classified employee after performing the duty for more than three (3) days at the regular rate of pay from the first day of service at the higher classification. If the assignment is to perform work of a classified employee on vacation, it shall be for the duration of the vacation, providing that the performance of the substituting employee is satisfactory in the opinion of the Supervisor. (Current Contract Reference: Classified: Art. 36, p. 30).

The Board's proposal is from the current classified contract language, which placed a reasonable limit upon when an employee can obtain higher pay for performing duties of a higher classification. Without such reasonable limit, the Board would be subject to daily demands from employees that they be paid higher wages for performing work usually assigned to higher classifications and exposed to increased grievance activity with its inherent expense. Therefore, the Board wishes to retain the current language and current practice. The current language works well and gives time for learning so why pay to train? However, if a classified employee is assigned to do work in a higher paid classification while the usual employee is on vacation, the Board will compensate them according to the higher pay scale upon satisfactory performance. It is to be noted that if the employee is performing lower job classification duties, he/she will still receive the higher pay scale.

Commentary

Once an employee has once worked three or more days performing the regular duties of a higher classification, in the absence of a demonstrable lack of qualifications, he/she is entitled to be paid at the high classification rate, whenever he or she is assigned to fill the same position again. Serving as a substitute for a vacationing classified employee should be for the duration of that employee's vacation, provided the performance is satisfactory to the Supervisor. [The current language [Classified: Art. 36, p. 30] and practice is retained, however, include the substance of the following]

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

S. Classification Pay

If any employee is requested by the supervisor to do, and does perform work normally performed by an employee holding a higher pay classification, that such employee shall, after once accumulating three (3) days effectively performing the duties set forth in the particular job description for that classification, receive the rate of pay normally paid the higher classified employee.

Subject to the foregoing, an assignment as a substitute for a vacationing classified employee shall be for the duration of that employee's vacation at the higher pay rate (after meeting the three-day qualification), provided the performance of the substitute is satisfactory in the opinion of the Supervisor.

REPORT PAY

UNION

Proposes that anytime a classified employee reports and there is no work they shall be paid a minimum of two (2) hours for reporting.

BOARD

The current practice strikes a reasonable balance between the value of an employee's time and conserving educational dollars. (Current Contract Reference: Classified: Art. 37, p. 30).

Commentary

The contract language provides that if someone shows up at work and work is not available, they are paid for one (1) hour of their regular rate. If they are required to report other than their normal schedule, they receive a minimum of two (2) hours at the applicable rate. Problems most likely occur when Bus drivers show up for scheduled field trips, outside of their normal workday, only to learn the trip has been canceled. The Union position is persuasive on this issue.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

T. Report Pay

In the event an employee is requested by his/her immediate supervisor to report other than his/her normal schedule, he/she shall be paid a minimum of two (2) hours of pay at the applicable rate.

PLACEMENT ON SALARY SCHEDULE

UNION

The Union proposes the language be mandatory: wants "shall". As teachers already get eight (8) years, the Board view invites possible grievances.

BOARD

The Board maintains the current language and contends it should have discretion based upon the labor market. (Current Contract Reference: Classified: Art. 44, p. 31). "Shall" makes 4 years mandatory and takes away flexibility to determine if the experience is applicable.

Commentary

Management should attempt to develop standards to screen most of the otherwise eligible classified employees.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

T. Placement on Salary Schedule

Credit not to exceed four (4) years shall be allowed for previous related or similar, relevant and applicable experience for classified i.e. non-certified employees.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

V. Employment/Increments

[TA-JX-1]

UNIFORMS

Commentary

(Current Contract Reference: Classified: Art. 48, p. 44)

The parties' proposals are identical, except that, in addition, the Union proposes to add:

The Board shall provide a uniform service of seven (7) uniforms in rotation per two (2) workweeks for the following classifications: Maintenance, Bus Mechanic, and Maintenance/Grounds. The same service shall be available to Cleaners who request it.

The need for this provision to apply to Cleaners is not clear. The Board needs an annual maximum.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

W. Uniforms

The Board shall provide a Uniform allowance for the following classifications:

Cafeteria: \$80.00 each year. First year employees shall be reimbursed the sum of \$100.00

Bus Drivers: \$100.00 every three (3) years. Spring and winter jackets must be uniform.

Maintenance, Maintenance/Grounds and Cleaning:
(30 hours per week or more): Maximum allowance: \$275.00 per year.

Subject to the foregoing annual allowance limitation, unless waived for good cause at the discretion of the Superintendent, the Board shall provide a uniform service of seven (7) uniforms in rotation per two (2) work weeks for the following classifications: Maintenance, Bus Mechanic, and Maintenance/Grounds.

Each classification must be uniform in color and style, as approved by the Board. A uniform is defined to be all items of apparel and shoes. The District will supply five (5) embroidered name emblems and five (5) District staff emblems per employee

Itemized receipts must be provided to the Treasurer of the Board before reimbursement will be made.

New employees shall receive their uniform allowance after six (6) months of employment.

SHIFT DIFFERENTIAL

UNION

Union wants cleaner hired from Tuesday thru Saturday to be paid as a custodian and get paid shift differential premium for Saturday

BOARD

When the cleaner works Saturday, he is not a custodian, he is a cleaner. who opens and later closes the building.

Commentary

The parties agreed to a shift differential increase from 10 cents to 25 cents per hour.

RECOMMENDATION

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

X. Shift Differential

Employees assigned to work the second shift beginning after 2:30 p.m. shall be paid a premium of twenty-five cents (\$.25) per hour.

The cleaner assigned to Saturday work shall be paid overtime rates only if he or she works more than 40 hours that week.

ARTICLE XXVIII - HEALTH AND SAFETY

A. Safe and Healthful Workplace [TA-JX-1]

B. Discharge/Discrimination A Safe and Healthful Workplace [TA-JX-1]

ASSAULT PROTECTION

BOARD

However, the Board's position is that the District should be relieved of continuing pay if the employee becomes permanently disabled. It is not unusual that Assault Leave be for a limited period of time. Many contracts cap Assault Leave anywhere from ten (10) to sixty (60) days. The classified employees were provided with Assault Leave up to sixty (60) days.

The Board proposes to integrate assault leave with other appropriate and available benefits as well as expanding benefits available to the classified. The Board's proposal provides that upon permanent disability, assault leave benefits end. The Board has proposed keeping current language that, if you suffer from a disability which is expected to last one (1) year or more, such employees must apply for STRS or SERS benefits. In the event of a permanent disability and those benefits were not available, Social Security, worker's compensation or other benefits are available. The school district's responsibility to support an employee as a result of the criminal actions of another should be limited since other disability benefits are available. (Current Contract References: Teacher: Art. XIV, p. 31; Classified: Art. 16, p. 10).

UNION

The Union proposes to retain the present teachers provision with no cap on how long. The Union would have the Board continue compensating the employee so long as he/she is unable to work, regardless of permanent disability benefits that may be available under STRS or SERS or Social Security or workers compensation. The Union would also require the Superintendent to provide reasonable assistance to the employee in attempting to recover a sum equal to the financial loss from the parents or guardians of the student(s) involved.

RECOMMENDATION

ARTICLE XXVIII - HEALTH AND SAFETY

C. ASSAULT PROTECTION

The Board recognizes that in the course of performing assigned duties, acts of physical assault upon the employees may occur. It is further recognized that the Board has a responsibility to insure that such employee's rights are protected when such situations occur. To insure that such employees' rights are protected, it is necessary that the proper procedures be followed when such instances arise. Procedures to be followed: [TA-JX-1]:

1. [TA-JX-1]
2. delete [TA-JX-1]

3. If such an assault on an employee results in the employee being unable to work for a period of time, said employee will be provided leave without loss of pay and no deduction will be made from his/her sick leave.

Such benefits shall be reduced by any amounts the employee is found eligible to recover when received from worker's compensation for such injuries, and/or as disability benefits from Social Security.

In the event that any disabling condition is anticipated to last more than twelve (12) months, the employee shall file a Disability Application with their respective retirement system. If the employee found permanently disabled, and is eligible for and granted permanent disability benefits under SERS or STRS, the benefits under this provision shall cease.

- 4 [TA-JX-1]

5. Upon the request of the employee, if an assault against an employee results in financial loss to the employee, the Superintendent shall render assistance to the employee in attempting to recover a sum equal to the financial loss from the parents or guardians of the student(s) involved. The assistance rendered by the Superintendent shall cooperate in providing all legally available records and results of any investigation conducted by the employer. Otherwise the Superintendent shall be reasonable, but is not required to be an advocate or responsible for the employee's claims. [Moved from Article XII and edited to cover certified and classified]

6. [TA-JX-1]

ARTICLE XXVIII - HEALTH AND SAFETY

D. HEALTH EXAMINATIONS

- 1 [TA-JX-1]
- 2 [TA-JX-1]

TESTING FOR INFECTIOUS DISEASE

BOARD

The Board's proposal comes from the teacher's former agreement. (Current Contract Reference: Teacher: Art. XXVIII, p. 52; Classified: Art. 40, p. 30). The classified had a clause permitting health examinations as well. This provision is designed to detect such diseases as Hepatitis, Tuberculosis or other infectious disease, which may seriously endanger not only our students but our staff as well. The law requires testing for T.B. before hiring, but there is no such requirement after hiring. Although rarely utilized, this provision is a wise and necessary public health measure. The provision in the Agreement provides confidentiality for the employee as well as other procedural protection. All of the testing is done at the employer's expense. The disability proposal is current contract language. [Moved here from Article XXI.]

The proposal integrates with the assault leave proposal to provide benefits for a person who is expected to be disabled for more than twelve (12) months.

UNION

The Union would move language from former Art. XXI to new Article and then eliminate the clause (a) as too broad and possibly illegal and could be based on mere suspicion. It is suggested that another provision allowing for physical examinations (Art, XXVIII (D)(2)) is sufficient.

Commentary

In a public school setting, there is good reason to protect students and staff. The provision is to be included, however, I have underlined some modifications in an attempt to reduce or eliminate the Union's concerns. I have also named the provision

RECOMMENDATION

ARTICLE XXVIII - HEALTH AND SAFETY

D. 3. Testing for infectious disease

1. **If, by reason of health screening pursuant to Article XXVIII (D)(1) or other valid reason to believe an employee or any member of his/her household probably has an infectious or contagious disease or syndrome, the employee may be required to submit to an immediate medical evaluation by a public health physician and/or medical doctor selected by the Board of Education at Board expense**
2. **If the initial medical determination is made that such employee has an infectious or contagious disease and, by reason thereof, an employee's job performance is substantially impaired, or the employee poses a substantial risk to others, the employee shall be removed from the classroom setting until the recommendation of an evaluation team is obtained. The evaluation team shall consist of the individual's primary care physician, the school physician, and a physician specializing in communicable diseases.**
3. **The Superintendent shall inform the evaluation team of the nature of the job duties performed by the employee. The evaluation team shall render a report, which shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:**
 - a. **A description of the employee's medical condition**

- b. Whether or not the employee's condition poses a substantial risk to other in the school environment, and the rationale for the findings.
- c. Whether or not the employee's condition has substantially impaired the employee's ability to perform his/her normal work responsibilities, and the rationale for the findings
- d. Superintendent shall determine the continued attendance or exclusion of the employee from the school premises based upon the evaluation team report
- e. If no infectious or contagious disease is diagnosed, all sick leave used by the employee as a result of evaluation procedure findings, shall be reinstated.
- f. Confidentiality shall be maintained.

E. Drug and Tobacco-free Workplace
 F. Asbestos Removal

[TA-JX-1]
 [TA-JX-1]

ARTICLE XXIX - TERM AND EFFECTS

A. Nondiscrimination
 B. Conflict with Law

[TA-JX-1]
 [TA-JX-1]

CHANGES

UNION

The Union proposes to provide that no changes shall occur if the parties do not reach an agreement.

BOARD

The Board opposes this change. It is viewed as contrary to effective and efficient management and conflicts with other contract provisions allowing for bargaining and mediation.

Commentary

[Moved here from ARTICLE VIII - ASSOCIATION AND TEACHER RIGHTS, Section K.]

This provision must be read in context with In-Term Bargaining in Article II that is controlling here and relates to mandatory and permissive subjects of bargaining

ARTICLE XXIX - TERM AND EFFECTS

C. Changes

There shall be no changes, additions, or deletions on matters concerning salaries, fringe benefits, and terms and conditions of employment which affect members of the bargaining unit and which are not specifically addressed in this Agreement without prior negotiations between the board and the RHEA.

Negotiations are subject to the provisions in Article II relating to In-Term Bargaining.

D. Consolidation of District

[TA JX-1]

NO REPRISALS

UNION

E. No Reprisal

There shall be no reprisals against the RHEA, its officers, members, agents, or against any employees for their part in or support of the strike from 12:01 a.m. on September 8, 2000, by the Board as individuals or as a collective body or by any administrator, other person employed by the Board, or agent against or in behalf of the Board.

The day of the strike shall be made up. Each employee shall be employed (1) for the same number of workdays as all other employees and (2) for the same number of work hours as if no strike had occurred, for the duration of the 2000-01 school year, regardless of the assignment of the employee. The RHEA and the Board shall confer to schedule the make-up day, but it shall not be scheduled on a Saturday, Sunday, holiday or day scheduled for other educational events. Further, no employee shall be deprived of any economic, professional, or other employment advantage as a result of that employee's participation in the strike.

Insurance

There shall be no interruption nor other lapse in any insurance coverage specified in the provisions of this Agreement as the result of the strike from 12:01 a.m. on September 8, 2000.

BOARD

The Union advances what it denotes as a "no reprisal" proposal relative to its one (1) day strike of September 8, 2000 – advocating that its members avoid the legal consequences of their work stoppage (which SERB determined to be illegal – see the discussion attached hereto). Apparently, they wish their benefits to remain intact and to lose no compensation because of their strike. The Board opposes this proposal.

Ohio law specifically provides that no employee is entitled to compensation from a public employer for the period they engage in a strike. R.C. 4117.15(C). The RHEA not only chose to strike but also did so knowing that the position of the SERB was that statutory fact-finding was required. See the attached 8/30/2000 letter from Mr. Albu of SERB. It is the position of the Board that the Union should not be permitted to avoid the legal consequences of its own choices, especially when its choices contravene the law. Financial losses arising from illegal Union action should be borne by the Bargaining Unit members, not the taxpayers.

Commentary

Despite the history and the Union's action contrary to advance information from SERB, it is in the parties' mutual interest at this time to avoid punitive action. See No Strike provision.

RECOMMENDATION

ARTICLE XXIX - TERM AND EFFECTS

E. Limitation on Reprisal

Unless mandated under governing statutory Ohio law and/or as directed by the State Employment Relations Board, there shall be no reprisals against the RHEA, its officers, members, agents, or against any employees for their part in or support of the strike from 12:01 a.m. on September 8, 2000, by the Board as individuals or

as a collective body or by any administrator, other person employed by the Board, or agent against or in behalf of the Board.

There shall be neither interruption nor other lapse in any insurance coverage specified in the provisions of this Agreement as the result of the strike from 12:01 a.m. on September 8, 2000.

NO-STRIKE CLAUSE

BOARD

The Board wants to retain a No-Strike clause, which was provided in both former agreements. This clause sets forth that there will be no strikes, slow downs or withholding of services that interferes with the normal operation of schools. We have numerous statements of applicable law contained in our collective bargaining agreements and there is no reasonable Association explanation to exclude this particular accurate statement of law. (Current Contract Reference: Teacher: Art. XX, p. 35; Classified: Art. 54, p. 47):

UNION

The Union Opposes, but presented no support for its position

Commentary

It is not for a Fact Finder to preclude strikes. Ohio Revised Code Chapter has limits the circumstances in which strikes by public employees may occur.

RECOMMENDATION

NO-STRIKE CLAUSE

- A. *Unless otherwise permitted under the governing statutes of Ohio, during the duration of this contract, or during the mutually agreed upon written extensions of this contract for the purpose of permitting continued negotiations for a successor contract, neither RHEA, its agents, nor the certificated nor classified personally represented by RHEA shall engage in, assist in, sanction, or approve any strikes, slow downs, withholding of service, or so-called "study days", or other similar conduct which interferes with the normal operation of the school.*

TERM

RECOMMENDED per stipulation at hearing:

ARTICLE XXIX - TERM AND EFFECTS

F. Term

This agreement shall remain in full force and effect from the first employee workday of the 2000-2001 school year through the last calendar day preceding the first employee workday of the 2003-2004 school year.

Pay schedules found in Appendix A shall be effective 7/1/00 (retroactively) and each July 1 thereafter during the term of this agreement.

[Note: the parties agreed that compensation for work, performed after 7/1/00, on matters benefiting the previous school year will be based on the previous year's compensation scale. However, compensation for work, performed after 7/1/00, on matters benefiting the next school year will be based on the next year's compensation scale].

WHEREAS, the undersigned persons representing the BOARD and the UNION have met, negotiated and agreed to the provisions as set forth in this collective bargaining agreement.

NOW THEREFORE, the representatives whose signatures appear below hereby confirm and attest to this collective bargaining Agreement between the parties.

Date:

BOARD

UNION

RICHMOND HEIGHTS
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

RICHMOND HEIGHTS EDUCATION ASSOCIATION
affiliated with the OHIO EDUCATION ASSOCIATION

BY

BY

BOARD RESOLUTION _____

APPENDIX A SALARY SCHEDULE	
Appendix B	
APPENDIX C GRIEVANCE FORM	[TA - JX-3]
APPENDIX D SUPPLEMENTAL PAY SCHEDULE	
COACHING SUPPLEMENTALS	[TA - JX-3]
APPENDIX E ?	
APPENDIX F PARENTAL LEAVE FORM	[TA - JX-3]
APPENDIX G ALCOHOL AND CONTROLLED SUBSTANCE POLICY	

HEALTH PLANS

UNION Health Plan

a. Medical Mutual of Ohio Super Med Select

	<u>Level 1</u>	<u>Level 2</u>
<u>Level 3</u>		
Dependent Age Limit 20/23	20/23	0/23
Lifetime Maximum \$2,000,000	\$2,000,000	\$2,000,000
Single Deductible \$200	None	\$100
Family Deductible \$400	None	\$200
Coinsurance 80%	100%	90%
Maximum Out of Pocket Expenses \$1,000	Single - None Family - None	S - \$275 S - \$500 F - \$550 F -
Inpatient Hospital Services:		
Semi-Private Room 80% & Board	100%	90%
Physician Services 80%	100%	90%
Surgery & Anesthesia 80%	100%	90%
Lab & X-Ray Services 80%	100%	90%
Ancillary Services 80%	100%	90%
Maternity Care 80%	100%	90%
Mental Health Care and/or 80%	100%	90%
Substance Abuse	\$25,000 Annual	\$25,000 Annual
co-insurance		
	& deductible	
		apply
Treatment (Substance Maximum Abuse Limited to 3		Maximum
	Inpatient Admissions	
		Per Lifetime)
Outpatient Services:		
Emergency Room 100%	100%	100%
Non-Emergency Services	100%	\$50
\$50 Co-		
Received in an Emergency Room then 80%		payment/visit then 90%

Mental Health and/or 50%,	100%	90%
	not applied	
Substance Abuse Treatment		coinsurance & to
coinsurance (20 Visits Combined Per Period	deductible apply	maximum Benefit
Outpatient surgery 80%	100%	90%
Medical Services:		
Office Visits 80%	100%	90%
X-Ray Services 80%	100%	90%
DME 80%	100%	90%
Annual Physical Examination Not Covered	100%	90%
Laboratory Services 80%	100%	90%
Well Child Care Not Covered	100%	90%
Immunizations Not Covered	100%	90%
Allergy Tests & Treatment Not Covered	100%	90%
Other Services:		
Ambulance Service 80%	\$25 co-pay	90%
Home Health Care Not Covered	100%, 30 days	90%, 30 days
Hospice Care	per authorization 100%	per authorization 90%
Not Covered		
Private Duty Nursing 80%	100%	90%
Skilled Nursing Facility 80%	100%	90%
Days per Benefit Period)		
TMJ	Covered to a \$1,000 maximum	

Level 1 = Services authorized or provided by a SuperMed Select Primary Care Physician

Level 2 = Services provided by a SuperMed Network provider

Level 3 = Services provided by a participating, non-participating, contracting or non-contracting provider

Coinsurance expenses incurred under Level 3 will apply to the coinsurance requirements of the other two levels.

Coinsurance expenses incurred under Level 2 will also apply to the coinsurance requirements of Level 1.

After the coinsurance limit is reached, each level will roll to 100% individually.

b. Prescription drugs will have a \$10 deductible for both pharmacy-filled and mail order prescriptions. All prescriptions must be generic unless the physician specifies them to be dispensed as written.

c. Dental insurance - Schedule of Benefits

Maximum Benefit each calendar year per person for Class I, II and III
 Services \$2,500.00
 Lifetime Maximum for Orthodontic Services
 Per Person \$1000.00 1500
 Individual Deductible \$25.00
 Family Deductible \$50.00

Percentages of Payment of Reasonable and Customary Charges for Covered Dental Expenses:

	Class I.....100%	Class
III.....	80%	
	Class II.....80%	Class
IV.....	60%	

Deductible applies to Class II & III
 Class I = Diagnostic - general and preventive
 Class II = Anesthesia, Endodontics,
 Periodontics,
 Prosthodontics - Maintenance, Oral Surgery
 Class III = Restorations, Prosthodontics -
 Installation
 Class IV = Orthodontics

d. Vision Care - Schedule of Benefits

~~One exam per year at UCR rate (\$85 maximum payment). In addition to the vision materials coverage provided under the Medical Mutual of Ohio plan, additional discounts will be provided on frames, glasses, contacts and other materials through participation in a vision network. Claims shall be paid on the basis of 100% of the usual, customary and reasonable amount for covered services other than Contact Lenses. The following vision care services and benefits shall be provided in each benefit period (calendar year):~~

<u>Type of Service</u>	<u>Benefit Maximums</u>
<u>Vision Examinations</u>	<u>\$85 per exam. One exam per benefit period.</u>
<u>Frames</u>	<u>\$125 per frame. One pair of frames per benefit period.</u>
<u>Lenses</u>	<u>One pair per benefit period.</u>
	<u>Single vision - \$100 per pair</u>
	<u>Bifocals - \$200 per pair</u>
	<u>Trifocals - \$275 per pair</u>
	<u>Lenticular - \$350 per pair</u>
<u>Contact Lenses:</u>	
	<u>Per benefit period when provided in lieu of lenses and frames - \$200</u>
	<u>100% of the usual customary and reasonable amount if Contact Lenses are needed after cataract surgery or if other lenses cannot correct vision to 20/70 in either eye. Contact Lenses must correct vision to 20/70 in one eye.</u>

~~2. Each bargaining unit member who accepts health care coverage shall pay \$25 per month through payroll deduction.~~

4. Insurance Carrier(s)

Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than the coverage provided by the present carrier(s) as of the effective date of this contract. RHEA shall be notified thirty (30) days in advance of any proposed change in carrier(s).

BOARD Health Plan:

c. Medical Mutual of Ohio SuperMed Select

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
Dependent Age Limit	20/23	20/23	20/23	
Lifetime Maximum	\$2,000,000	\$2,000,000	\$2,000,000	
Single Deductible	None	\$100	\$200	
Family Deductible	None	\$200	\$400	
Co-Insurance	100%	90%	80%	
Maximum Out-Of-Pocket Expenses	Sgl – None Fam – None	S -\$275.00 F - \$550	S - \$500 F - \$1,000	
Inpatient Hospital Services:				
Semi Private Room &				
Board	100%	90%	80%	
Physician Services	100%	90%	80%	
Surgery & Anesthesia	100%	90%	80%	
Lab & X-Ray Services	100%	90%	80%	
Ancillary Services	100%	90%	80%	
Maternity Care	100%	90%	80%	
Mental Health Care &/or Substance Abuse	100%	90%	80%	
	\$25,000 Ann.	\$25,000 Ann.	Co-insurance	
& apply	Treatment (Substance Abuse Limited to 3 Inpatient Admissions Per Lifetime)	Maximum Maximum	Deductible	
Outpatient Services:				
Emergency Room		100%	100%	100%
Non-Emergency Services Received in an Emergency Room	100%	\$50 Co- Payment/ Visit then 90%	\$50 Co- Payment/ Visit then 80%	
Mental Health and/or Substance Abuse Treat- ment (20 Visits Combined Benefit Period)		100% Coinsurance & deductible apply	90% Applied to coinsurance maximum	50%, not
Outpatient Surgery		100%	90%	80%
Medical Services:				
Office Visits		100%	90%	80%
X-Ray Services		100%	90%	80%
DME		100%	90%	80%
Annual Physical Exam		100%	90%	Not
Covered	Laboratory Services	100%	90%	80%
	Well Child Care	100%	90%	Not
Covered	Immunizations	100%	90%	Not
Covered				

Allergy Tests & Treatment	100%	90%	Not
Covered			
Other Services:			
Ambulance Service	\$25 Co-pay	90%	80%
Home Health Care	100% 30 days	90% 30 days	
Not Covered			
Hospice Care	per authoriz. 100%	per authoriz. 90%	Not
Covered			
Private Duty Nursing	100%	90%	80%
Skilled Nursing Facility (100 Days per Benefit Period)	100%	90%	80%
TMJ	Covered to a \$1,000 maximum		

- Level 1 = Services authorized or provided by a SuperMed Select Primary Care Physician
- Level 2 = Services provided by a SuperMed Network provider
- Level 3 = Services provided by a participating, non-participating, contracting or non-contracting provider

Coinsurance expenses incurred under Level 3 will apply to the coinsurance requirements of the other two levels.

Coinsurance expenses incurred under Level 2 will also apply to the coinsurance requirements of Level 1

After the coinsurance limit is reached, each level will roll to 100% Individually

c. Dental insurance – Schedule of Benefits
[Arbitrator's exhibit below]

Maximum Benefit each calendar year per person for Class I, II, and III Services	\$2,500.00
Lifetime Maximum for Orthodontic Services per person	\$1,000.00
Individual Deductible	\$ 25.00
Family Deductible	\$ 50.00

Percentage of Payment of Reasonable and Customary Charges for Covered Dental Expenses:

Class I	100%	Class III	80%
Class II	80%	Class IV	60%

Deductible applies to Class II & III

- Class I = Diagnostic – general and preventive
- Class II = Anesthesia, Endodontics, Periodontics, Prosthodontics – Maintenance, Oral Surgery
- Class III = Restorations, Prosthodontics – Installation
- Class IV = Orthodontics

See Attached Exhibit "F"

The Board of Education has proposed an undated supplemental salary schedule eliminating those positions which no longer exist and dividing up those supplemental positions which the parties, in practice, have been doing over the last several years. The Board has offered to add an assistant varsity basketball coach. The Association's proposal is not consistent with current practice and needs. For example, the Association proposes paying all Head Coaches at the same rate. This would mean that a Head Football Coach who necessarily is involved with more athletes and assistant coaches, is responsible for a larger budget and has more demands on his time would be paid the same as the Head Golf Coach. The Board proposes that the Supplemental Salary Schedule remain the same except for those eliminated positions and changes reflecting the current practice of the parties.

Richmond Heights Education Association

And

Richmond Heights Board of Education

October 17, 2000

Dates of Negotiation and Mediation Meetings

Negotiation Meetings

June 2, 2000

June 29

July 6

July 7

July 11

July 17

August 9

August 14

August 16

August 18

August 21

August 23

August 24

August 25

August 28

August 29

August 31

September 1

September 4

Mediation Meetings

September 5

September 6

September 7

UNION EXHIBITS ADMITTED AS EVIDENCE
(Arbitrator to determine what weight, if any).

UX-1 (3 pages)	2.10 In-term Bargaining Excerpt from Youngstown City School District /Edu. Ass'n 1997-2000
UX- 2	Collective Bargaining Agreement Bristol Local School District 7/1/98-6/30/01 Classified and Certificated
UX-3 (packet)	Form SM-1 Annual Spending Plan-Ohio Dept. of Education Richmond Heights Local School District - 2000
UX-4 (packet)	OEA General Fund Analysis-OEA Research Division Richmond Heights Local School District FY 1997-2001; Estimates FY 2001-2004
UX-5 (packet)	OEA Research Division Richmond Heights Local School District- Analysis of District Finances FY 1997-2004
UX-6	Recommendations regarding high school secretary
UX-7	Drug policy from prior collective bargaining agreement
UX-8	Master list of school employees provided by Board
UX-9	Statewide pay statistics gathered by OEA
UX-10	Certificated Teachers salary scheduled as proposed by Union
UX-11	Vision Schedule of Benefits
UX-12	Districts with STRS Pickup
UX-13	Richmond Heights Collective Bargaining Agreement 1986-1989 Page 56 1986-1987 Salary schedule
UX-14*	4 page chart regarding cost of Early Retirement Incentive Programs
UX-15*	News article regarding average salaries With Ohio Department of Education 1999-2000 chart

* **Admitted over objection**

BOARD EXHIBITS ADMITTED AS EVIDENCE
(Arbitrator to determine what weight, if any).

- BX- 1** **9. Negotiation during the term of the Agreement**
 Excerpt from
 Brooklyn City School District/Classified/OEA/NEA 7/1/97-6/30/00
- BX- 2** **Personal/Sick Days 1999-2000 School Year**
- BX- 3** **Bristol Local School District: Award 1/9/97 (Arb: Roland Strasshofer)**
- BX- 4** **9.7 Personal Leave**
 Excerpt from
 Euclid City School District/Teachers 1999-2000
- BX- 5 (2 pages)** **7.03 Personal Leave (Paid)**
 Excerpt from
 Bristol Local School District/School Employees 7/1/98 – 6/30/01
- BX- 6** **5** **Reasons for Paid Personal Leave**
 Excerpt from
 Brooklyn City School District/Classified/OEA/NEA 7/1/97 – 6/30/00
- BX- 7 (3 pages)** **B. Personal Leave**
 1. Reasons
 Excerpt from
 South Euclid-Lyndhurst School District/Teachers 1998-2000
- BX- 8 (2 pages)** **B. Personal Leave**
 1. Reasons
 Excerpt from
 South Euclid-Lyndhurst City School District/OAPSE 1998-2000
- BX- 9** **4.08** **Base Leave**
 Excerpt from
 Bristol Local School District/School Employees 7/1/98 – 6/30/01
- BX- 10** **11** **Association Leave**
 Excerpt from
 Brooklyn City School District/Classified/OEA/NEA 7/1/97 – 6/30/00
- BX- 11** **6.07** **Association Leave**
 Excerpt from
 Lakeview City School District/Classified 1999-2000
- BX-12** **A.** **Assault Leave**
 Excerpt from
 South Euclid-Lyndhurst City School District/OAPSE 1998-2000
- BX-13 (2 pages)** **J.** **Assault Leave**
 Excerpt from
 South Euclid-Lyndhurst City School District/Teachers 1998-2000
- BX-14** **7.15** **Assault Leave**
 Excerpt from
 Bristol Local School District/ 7/1/98 – 6/30/01

- BX-15** **12** **Assault Leave**
Excerpt from
Brooklyn City School District/Classified/OEA/NEA 7/1/97 – 6/30/00
- BX-16 (2 pages) 406.1** **Assault Leave**
Excerpt from
Brooklyn City School District/Edu. Ass'n 9/1/97 – 8/31/00
- BX-17** **XXI A.** **Assault Leave**
Excerpt from
Mayfield Local School District/Edu. Ass'n 1997-2000
- BX-18** **10.07** **Assault/Disability Leave**
Excerpt from
Champion Local School District/Classified
- BX-19 (2 pages) H.** **Job Posting**
Excerpt from
South Euclid-Lyndhurst City School District/Teachers 1998-2000
- BX- 20 (3 pages)** **5.1 Vacancies**
Excerpt from
Euclid City School District/Teachers 1999-2000
- BX-21** **5.023-026 Posting/Vacancies/Criteria/Preference**
Excerpt from
Brooklyn City School District/Classified 9/1/97 – 8/31/00
- BX-22** **Westlake BOE/Teachers: Award 1/9/97 (Arb: James Mancini) Article**
- BX-23 (2 pages) XVIII** **Layoff/Recall**
Excerpt from
Brooklyn City School District/Classified 9/1/97 – 8/31/00
- BX-24 (2 pages) 310** **Reduction in Force**
Excerpt from
Brooklyn City School District/Edu. Ass'n 9/1/97 – 8/31/00
- BX-25** **19.021A**
Excerpt from
Lakeview City School District/Classified 1999-2000
- BX-26** **10.08**
Excerpt from
Bristol Local School District/ 7/1/98 – 6/30/01
- BX-27** **20.04** **Subcontracting**
Excerpt from
Weathersfield
- BX-28** **9** **Volunteers**
Excerpt from
Brooklyn City School District/Classified 9/1/97 – 8/31/00

Joint Vocational).

by restraining merits of an election in the case of a board from an election under RC 4117.07 because of the contract; the seeking the preference, and Madison City (2d Dist Ct

tion will not be an employer's employer has an interest; to the representative, (3) appealing to Toledo-Lucas County (CP, Lucas,

an election is on no longer by Commrs v in, 12-28-93). tion questions ed by one of tive, and (2) professional on the ballot cond shall be f the bargain- entation elec- d of Mental ERB 91-007

impose certi- hout the con- n that (1) the er committed is caused the wever, accept of these ele- ERB 86-019

n does not by th the incum- ployer has a majority sta- nd agreed to representation : incumbent's gotate absent opinion. In re

st taken office on election, or gnition. In re 11 (6-28-90).

Under RC 4117.07, a rival union's petition for a representation election is timely only when filed during the "window period" from 120 days before expiration of the incumbent union's contract to 90 days before expiration; thus, petitions filed two weeks before the contract expires are untimely and must be dismissed. In re Ohio University, SERB 85-053 (10-4-85).

Nothing in RC Ch 4117 gives employees a right to vote on the question of whether a collectively bargained contract should be accepted; consequently, a contract entered by the union without a vote as allowed under its rules is valid and bars a rival union's petition for a representation election. In re Northeast Ohio Sewer Dist, SERB 85-031 (6-24-85).

13. Duty to bargain

A rival union's filing of a representation petition does not by itself require the employer to stop negotiations with the incumbent union and adopt a neutral stance unless the employer has a good faith doubt about the incumbent's continuing majority status; where the employer has signed a settlement and agreed to recognize the incumbent regardless of pending representation issues, however, it cannot say it now doubts the incumbent's majority status and seek a stay of notices to negotiate absent clear evidence of facts that caused it to change its opinion. In re Franklin County Sheriff, SERB 90-019 (10-23-90).

A public employer is justified in refusing to bargain with an incumbent union where a rival union has filed a petition for representation that investigation reveals to be based on a showing of interest sufficient to give reasonable cause to believe a question of representation exists. In re North Canton City Schools, SERB 85-037 (8-2-85).

14. —Contract bar, window period rules, elections

Merger of bargaining units of public employee organizations did not need to comply with contract bar and limited window provisions of statute prohibiting State Employment Relations Board (SERB) from conducting election if Board-conducted election was held in preceding 12-month period or if election is held during term of any lawful collective bargaining agreement. Lake Cty. Bd. of Mental Retardation & Dev. Disabilities v. State Emp. Relations Bd. (Franklin 1993) 86 Ohio App.3d 300, 620 N.E.2d 970, 1993 SERB 4-12.

A challenge by a rival union is not forbidden by RC Ch 4117, but it must proceed as prescribed by RC 4117.07 to protect labor peace and promote orderly labor relations under RC 4117.22; if a rival union's representation is desired by employees, that union may provide information, obtain a showing of interest, and file with SERB for a representation election either during the window period of RC 4117.07 or when the present contract expires. In re Ohio Federation of Teachers, AFT, AFL-CIO, SERB 96-007 (6-7-96).

The contract bar rule and window period do not apply to situations in which there are no representation issues, as where consolidation of two bargaining units is requested through a self-determination election without a change of bargaining representative. In re Lake County Bd of Mental Retardation & Developmental Disabilities, SERB 90-022 (12-19-90).

An election among employees currently covered by a valid collective bargaining agreement is precluded by the contract bar rule under RC 4117.07(A) and 4117.07(C)(6) unless the petition is filed during the "window period" of RC 4117.07(C)(6) from 120 days before a contract expires to 90 days before it expires. In re Montgomery County Bd of Ed, SERB 90-014 (8-29-90).

The contract bar rule and the "window period" rule of RC 4117.07 do not apply to self-determination elections for consolidating units. In re Montgomery County Bd of Ed, SERB 90-014 (8-29-90).

The "window period" under RC 4117.07(C)(6) includes both the 120th day and the 90th day before the expiration date of the contract; consequently with a contract that expired February 28, 1990 the window period commenced at 12:01 a.m. on November 1, 1989 and expired at 12:00 midnight on December 1, 1989. In re Garfield Heights, SERB 90-008 (6-18-90).

The contract bar defense of RC 4117.07 does not apply to employees excluded from the unit for which the contract was negotiated where the exclusion was by stipulation of the nature of the jobs, such as supervisory or professional positions, or by an enumeration of job classifications in a consent election agreement. In re State of Ohio, SERB 87-030 (12-17-87).

Day-to-day extensions of a contract are ineffective under RC 4117.04(A), 4117.07(C)(6), and 4117.09(D) as a contract bar. In re Ohio University, SERB 85-053 (10-4-85).

An employer's motion to stay negotiations because a rival union has filed a petition for a representation election during the "window period" must be denied where facts are lacking to support the employer's purported doubt about the incumbent union's majority status. In re North Canton City Schools, SERB 85-032 (6-24-85), vacated by SERB 85-037 (8-2-85).

15. —Intervention, elections

A rival union's motion to intervene after another union petitions for a representation election is deemed timely when filed within twenty-one days of the date on the petition stating when it is to be posted, even though the motion was made more than twenty-one days after the petition was actually posted, since it was put up early. In re Greeneview Local School Dist Bd of Ed, SERB 86-049 (12-4-86).

An exclusive bargaining agent challenged by a rival union need not make the ten per cent showing of interest set forth in RC 4117.07(B) to intervene; a showing of incumbency alone is sufficient ground for intervention. In re Lake County Bd of Mental Retardation & Developmental Disabilities, SERB 85-034 (7-3-85).

16. —Twelve month bar, elections

No "election" takes place for purposes of RC 4117.07 when the state employment relations board grants voluntary recognition to a union following the employer's failure to object in a timely manner; consequently, such recognition eleven months after a successful decertification election is not precluded by the "election bar." Cuyahoga County Commrs v SERB, 1996 SERB 4-30, (8th Dist Ct App, Cuyahoga, 10-12-95).

COLLECTIVE BARGAINING

4117.08 Subjects of bargaining; exclusions

(A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

(B) The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

(C) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter

4117. of the Revised Code impairs the right and responsibility of each public employer to:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

HISTORY: 1983 S 133, eff. 4-1-84

CROSS REFERENCES

- Agreement negotiation procedures, dispute settlement procedures, 4117.14
- Definitions, 4117.01
- Exclusive representation, duty of employer to bargain collectively, designation of representatives, 4117.04
- Minimum fair wage standards, Ch 4111
- Powers and duties of director of administrative services, 124.04
- School district financial planning and supervision commission, reductions in force to bring budget into balance, 3316.07
- State departments, personnel, vacation leave, 124.13, 124.131
- State universities, instructional and faculty workload standards and policies, 3345.45
- Wages and hours on public works, Ch 4115

UNITED STATES CODE ANNOTATED

- Duty to bargain in good faith; bargaining issues for federal employers and employees, 5 USCA 7117
- Management rights of federal agencies, 5 USCA 7106
- Negotiation impasses in federal labor relations, 5 USCA 7119

LIBRARY REFERENCES

- Labor Relations \hookrightarrow 177, 178.
- WESTLAW Topic No. 232A.
- C.J.S. Labor Relations §§ 151 et seq., 152 to 155.
- Baldwin's Ohio School Law, Text 9.20, 9.21, 18.28(A)(B)
- Baldwin's Ohio Township Law, Text 23.08, 75.06

Gotherman & Babbit, Ohio Municipal Law, Text 11.16, 11.17, 11.36

Lewis & Spirn, Ohio Collective Bargaining Law, Author's Comment to 4117.01, 4117.04, 4117.08, 4117.11

LAW REVIEW AND JOURNAL COMMENTARIES

Another view of teaching, Kevin P. Meyers. (Ed. note: Benefits enjoyed by public school teachers beyond those of individuals in private employment are discussed). 34 Ohio Sch Boards Ass'n J 6 (March 1990).

Are early retirement plans a good idea?, Kevin P. Meyers. 33 Ohio Sch Boards Ass'n J 6 (September 1989).

Avoiding the common errors in negotiations, Ken Switzer. 39 Ohio Sch Boards Ass'n J 4 (June 1995).

Bargaining controlled substance testing, Craig Young. 38 Ohio Sch Boards Ass'n J 6 (September 1994).

Bargaining strategies and techniques, Van Keating. 39 Ohio Sch Boards Ass'n J 4 (May 1995).

Beware: Mid-term bargaining, Craig E. Young. 34 Ohio Sch Boards Ass'n J 6 (May 1990).

Board rules during negotiations, Van D. Keating. 39 Ohio Sch Boards Ass'n J 6 (March 1995).

Contracting Out Wastewater Treatment Plant Operations & Maintenance, Adam Seidel. 39 Cities & Villages 7 (October 1991).

Do we really have to bargain this?, Kenneth Switzer. 37 Ohio Sch Boards Ass'n J 7 (October 1993).

Drug/Alcohol Testing in Public Schools, Mary A. Lentz. 30 Ohio Sch Boards Ass'n J 4 (December 1986).

The Drug-Free Workplace Act of 1988 And Its Impact On School Employees: After the Smoke, Where's the Fire?, Daniel S. Smith. 2 Baldwin's Ohio Sch Serv 49 (July/August 1990).

Employee Empowerment: A Union Perspective, Bruce Wyngaard. 10 State Employment Rel Board Q 3 (Third Quarter 1995).

FLSA sets minimum standards, Betsy Cinadr. 37 Ohio Sch Boards Ass'n J 6 (August 1993).

HB 308 raises bargaining concerns, Craig Young. (Ed. note: The ramifications of RC 4167.04 and 4167.06, allowing public employees to refuse to work under dangerous conditions that do not normally exist are discussed.) 38 Ohio Sch Boards Ass'n J 4 (May 1994).

Ingredients to productive negotiations, Thomas McGinty. 33 Ohio Sch Boards Ass'n J 6 (August 1989).

Labor-Management Teams: A Panacea for American Businesses or the Rebirth of a Laborer's Nightmare, Note. 58 Ohio St L J 241 (1997).

The Law And Economics Of Collective Bargaining: An Introduction And Application To The Problems Of Subcontracting, Partial Closure, And Relocation, Michael L. Wachter and George M. Cohen. 136 U Pa L Rev 1349 (May 1988).

Management Decision Making And The Waiver Of Statutory Bargaining Obligations: An Employer Perspective, John W. Bowers. 21 U Tol L Rev 861 (Summer 1990).

Management's Unilateral Implementation of Drug Testing Programs: Are the Unions Left Holding the Jar?, Note. 36 Clev St L Rev 291 (1988).

Must You Negotiate During the Term of the Contract?, Chauncey M. Mason. 31 Ohio Sch Boards Ass'n J 6 (August 1987).

Must you negotiate job descriptions?, Dennis J. Rohal. 32 Ohio Sch Boards Ass'n J 4 (November 1988).

Negotiating the Family & Medical Leave Act, Van D. Keating. 37 Ohio Sch Boards Ass'n J 6 (June 1993).

A never-ending bargaining obligation?, W. Douglas Thorne. 32 Ohio Sch Boards Ass'n J 4 (October 1988).

Ohio Collective Bargaining Law: The Decline and Fall of Permissive Bargaining, Hon. Jack Grant Day. 2 Baldwin's Ohio Sch L J 129 (January/February 1991).

While the law speaks of "conciliation" as the means to resolution of contract disputes involving safety forces, it is clear from the context that "arbitration" is meant. In re Miamisburg School Dist Bd of Ed, SERB 86-001 (1-15-86).

A dispute resolution procedure employing arbitration and reserving to the city commission authority to accept or reject the arbitrator's report does not provide a neutral, final determination and as a consequence does not satisfy RC 4117.14. In re Springfield, SERB 85-024 (6-13-85).

The decision of a private arbitrator hearing a grievance under the terms of a collective bargaining agreement, that a public employee was fired for "just cause," does not bind the unemployment compensation board of review in its deliberations on the same matter to determine whether the individual is entitled to benefits under RC Ch 4141. In re Armstrong, UCBR 663521-A-BR (6-1-88).

28. Open meetings; sunshine law

Where a board of education meets in executive session at 3:30 p.m. without first having held a regular or special meeting, and where the board is called shortly after adjournment to an emergency meeting set for 4:20 p.m. to consider a factfinder's report under RC 4117.14, the board complies with RC 121.22 when it notifies the press by 4:30 p.m. of the meeting. State ex rel Brookfield Federation of Teachers v Brookfield Local School Dist Bd of Ed, No. 3515 (11th Dist Ct App, Trumbull, 12-20-85).

The open meeting requirements of RC 121.22 and 305.09 are satisfied where a board of county commissioners convenes a public meeting at which only two of the three members are present and the third member of the board, who is not physically present, participates in such board proceedings by means of communications equipment. OAG 85-048.

STRIKES

Notes of Decisions and Opinions

Strike, defined 1

1. Strike, defined

Employees do not "strike" for purposes of RC 4117.01(H) by not volunteering to work

overtime where their union contract specifies that acceptance of overtime is optional; a "duty" of employment cannot be so broadly construed as to render obligatory what the parties designated as optional. In re Western Reserve Transit Auth, SERB 90-007 (5-23-90).

4117.15 Injunction against strike by certain personnel

(A) Whenever a strike by members of a police or fire department, members of the state highway patrol, deputy sheriffs, dispatchers employed by a police, fire or sheriff's department or the state highway patrol or civilian dispatchers employed by a public employer other than a police, fire, or sheriff's department to dispatch police, fire, sheriff's department, or emergency medical or rescue personnel and units, an exclusive nurse's unit, employees of the state school for the deaf or the state school for the blind, employees of any public employee retirement system, correction officers, guards at penal or mental institutions, or special policemen or policewomen appointed in accordance with sections 5119.14 and 5123.13 of the Revised Code, psychiatric attendants employed at mental health forensic facilities, youth leaders employed at juvenile correctional facilities, a strike by other public employees during the pendency of the settlement procedures set forth in section 4117.14 of the Revised Code or a strike during the term or extended term of a collective bargaining agreement occurs, the public employer may seek an injunction against the strike in the court of common pleas of the county in which the strike is located.

(B) An unfair labor practice by a public employer is not a defense to the injunction proceeding noted in division (A) of this section. Allegations of

unfair labor practices during the settlement procedures set forth in section 4117.14 of the Revised Code shall receive priority by the state employment relations board.

(C) No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.

(1983 S 133, eff. 4-1-84)

Cross References

Prohibition: 4117.18(A)

Eligibility and qualification for unemployment compensation benefits, 4141.29

Employment agencies, restrictions on operation, 4143.12

Illegal strike procedures, penalties, "grandfather clause", 4117.23

Injunctions, Ch 2727

Injunctions, Civ R 65

Prohibited conduct, 4117.18

Ohio Administrative Code References

Petition for injunctive relief, OAC 4117-7-07

United States Code Annotated

Employees of states and political subdivisions have no right to strike under federal law, 29 USCA 142(3), 152(2), 163

Injunction against strike, 29 USCA 178 et seq.

Library References

Labor Relations ⇔ 816.1.
WESTLAW Topic No. 232A.

OJur 3d: 39, Employment Relations § 442, 442.10

Am Jur 2d: 48A, Labor and Labor Relations § 1772

Who are employees forbidden to strike under state enactments or state common-law rules prohibiting strikes by public employees or stated classes of public employees. 22 ALR4th 1103

Baldwin's Ohio School Law, Text 18.30, 18.31

Drucker, Collective Bargaining Law in Ohio, Text 1.04(E), 2.15(E), 11.22(B), 11.26, 11.28(C), 12.03, 12.04(B), 12.05(B), 12.09, 12.10(A)(C), 12.11(L)

Gotherman & Babbit, Ohio Municipal Law, Text 11.10(C), 11.36, 11.43

Lewis & Spirn, Ohio Collective Bargaining Law, Author's Comment to 4117.10, 4117.11, 4117.18, 4117.23

Law Review and Journal Commentaries

An Introduction: Can Damage Suits Be Brought Against Strikers and Their Unions?, Hugh D. Jascourt. 16 J Law & Ed 203 (Spring 1987).

The Management Perspective: Can Damage Suits Be Brought Against Strikers and Their Unions?, Patrick L. Egan. 16 J Law & Ed 205 (Spring 1987).

Reducing Strike Violence By Expanding Union Liability, Comment. 19 Capital L Rev 211 (Winter 1990).

State Board stand on school strikes. 31 Ohio School Bds Assn J 25 (September 1987).

Strikes: new rules for the '90s, W. Douglas Thorne. 34 Ohio School Bds Assn J 6 (April 1990).

Ten tips to help you get ready for a strike, Dennis A. Leone. 33 Ohio School Bds Assn J 16 (August 1989).

The Union Perspective: Can Damage Suits Be Brought Against Strikers and Their Unions?, Donald D. Slesnick II. 16 J Law & Ed 217 (Spring 1987).

Notes of Decisions and Opinions

Illegal strikes 4
Liability for injuries 2

Proof of facts 5
Restraining orders 1

I. Disagreement

J. Employee Relations Meetings

K. In-Term Bargaining

Board Item # 3

L. Progress Reports

ARTICLE VI – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance
2. Grievant
3. Delete *(No content. Parties agreed to delete.)*

B. Procedure

- Step 1. Informal Discussion
- Step 2. Immediate Supervisor
- Step 3. Superintendent
- Step 4. Arbitration

C. Stipulations

1. *(No content. Parties agreed to delete.)*
2. *(No title)*
3. *(No title)*
4. *(No title)*
5. *(No title)*
6. *(No title)*
7. *(No title)*
8. *(No title)*
9. *(No title)*
10. Attendance at Grievance Meetings

ARTICLE VIII – ASSOCIATION AND EMPLOYEE RIGHTS

A. Use of School Facilities and Equipment

B. Duly Authorized Representatives

C. Discipline of Employees

D. RHEA Release Time

- E. Access to Personnel Files
- F. Notification of Board Meetings, Agendas, Minutes
- G. New Employee Orientation
- H. Leaving the Building
- I. Complaint Procedure
- J. Names of New and Retiring Employees
- K. *(No content. Will be removed in final edited version.)*
- L. Telephone Access
- M. Dues Deductions/Fair Share Fee
 - 1. RHEA Payroll Deductions
 - a. Authorization/Deduction Schedule
 - b. Continuing Deduction
 - c. Remittance of Deductions
 - d. Remittance Report
 - e. Notice of Change in Amount
 - f. Inapplicability
 - 2. Fair Share Fee
 - a. Effective Dates
 - b. Method of Payment
 - c. Indemnification of Board
 - 1. *(No title)*
 - 2. *(No title)*
- N. Bulletin Boards
- O. Bargaining Unit Roster
- P. Officer Leave

ARTICLE IX – ABSENCES AND LEAVES

- | | |
|--|--|
| <ul style="list-style-type: none"> <u>A. Personal Leave</u> <u>1. Limitations and Exceptions</u> <u>2. (No title)</u> | <ul style="list-style-type: none"> Board Item #5 <u>Board Item #5</u> <u>Board Item #5</u> |
|--|--|

B. Parental Leave

1. (No title)
2. (No title)
3. (No title)
4. (No title)
5. (No title)
6. (No content. Parties agreed to delete.)
7. (No title)
8. (No title)

C. Professional Leave

D. Sick Leave

1. (No title)
2. (No title)
3. (No title)
4. (No title)
5. (No title)

E. Association Leave **Board Item #4**

F. Unpaid Leave of Absence

1. (No title)
2. (No title)

G. (No content. Will be removed in final edited version.)

H. Jury Duty Leave

I. Family and Medical Leave Act of 1993 (FMLA)

1. Eligibility
2. Serious Health Condition – Defined
3. Notice
4. Calculation of Total Unpaid/Paid FMLA Leave
5. Intermittent Leave and Reduced-Work Schedule
6. Leave Near End of Semester
7. Medical Opinion
8. Benefits
9. Return to Work
10. Penalties for Misuse
11. Inconsistencies Between the Agreement and FMLA

J. Assault Leave

1. Assault Leave **Board Item #6**
2. (No title)
3. (This first subsection 3. was misplaced and belongs in Article XXVIII, Section C.)
3. (No title)

ARTICLE X – EMPLOYMENT PRACTICES

A. Certificated Employee Evaluation

1. (No title)
2. (No title)

B. (No content. Will be removed in final edited version.)

C. Job Posting

1. Vacancy **Board Item #1**
2. Posting
3. Administrative Positions
4. Filling Vacancies **Board Item #2**

D. ADA – Reasonable Accommodation Modifications

E. Reduction in Force

1. Reasons **Board Item #7**
 - a. **Board Item #7**
 - b. **Board Item #7**
 - c. **Board Item #7**
 - d. **Board Item #7**
 - e. (No RHEA proposal) **Board Item #7**
 - f. (No RHEA proposal) **Board Item #7**
 - g. (RHEA Sec. e.) **Board Item #7**
2. Notice to RHEA **Board Item #7**
3. Attrition
4. Notice to Employee
5. Layoff **Board Item #7**
6. Recall

7. Transfers When RIF Exists

8. Fringe Benefits During Layoff **Board Item #7**

9. Substituting During Layoff

10. Unemployment Compensation

11. Continuing Contract Precedence

F. Bargaining Unit Work **Board Item #36**

G. Job Descriptions **Board Item #8**

H. Personal Freedom

I. Probationary Employees

? Pre-employment Testing (No RHEA Proposal) **Board Item #37**

ARTICLE XI – EMPLOYMENT CONDITIONS

A. School Calendar

1. *(No title)*
2. *(No title)*
3. *(No title)*

B. Employee Work Schedules

1. Certificated Employees

a. Contractual Days+

b. Certificated Employee Attendance

c. Teacher Day **Board Item #10**

1. *(No title)* **Board Item #10**

2. *(No title)* **Board Item #10**

3. *(No title)*

4. *(No title)* **Board Item #10**

- 5. (No title) **Board Item #10**
- 6. (No title)
- 7. (No title)
- 8. (No title) **Board Item #10**
 - a. (No title) **Board Item #10**
 - b. (No title) **Board Item #10**
- 9. (No title)
- 10. (No title)
- 11. (No title)

- 2. Non-certificated (Classified) Employees **Board Item #11****
 - a. Cafeteria **Board Item #11**
 - b. Assistant Librarian **Board Item #11**
 - c. Library Aide **Board Item #11**
 - d. Non-instructional Aide **Board Item #11**
 - e. Instructional Aide **Board Item #11**
 - f. Secretary **Board Item #11**
 - g. High School Secretary **Board Item #11**
 - h. Maintenance **Board Item #11**
 - i. Bus Mechanic **Board Item #11**
 - j. Custodial; Grounds **Board Item #11**
 - k. Cleaner **Board Item #11**
 - l. Bus Driver **Board Item #11**
- 3. Regular Work Week **Board Item #38****

Board Items #10 and 11

C. Duty-free Lunch

D. Certificated Employee Attendance

E. Class Size

F. School Related Meetings

G. Teacher-Parent Communications

H. Disbursement of Medication

I. Calamity Days

J. Transportation Employees

1. Bus Equipment.

2. Bus Maintenance Work Orders

3. Field Trips **Board Item #12**

4. Extended Vacation Driving Rate.

5. Kindergarten Runs.

6. *(No title)*

7. *(No title)*

8. Seniority List.

9. (No title) **Board Item #12**

10. Student List.

11. Bus Driver Training Rate of Pay **Board Item #12**

12. *(No title)*

13. Certified Trainer Rate of Pay.

14. Driver Abstracts and Licensing

15. First Aid and CPR

16. Summer Camp **Board Item #12**

17. Bus Cleaning

18. Bus Evacuation Drills

19. Alcohol and Controlled Substances Testing

? Meetings (No RHEA Proposal) **Board Item #12**

K. Drinking Water

L. Facilities

ARTICLE XV – STUDENT DISCIPLINE

A. *(No title)*

B. *(No title)*

C. *(No title)*

ARTICLE XXIV – STAFF DEVELOPMENT **Board Item #9**

ARTICLE XXV – PROFESSIONAL DEVELOPMENT PLAN

A. Professional Development Plan **Board Item #9**

1. *(No title)* **Board Item #9**

2. *(No title)* **Board Item #9**

3. *(No title)* **Board Item #9**

4. *(No title)* **Board Item #9**

5. *(No title)* **Board Item #9**

B. Local Professional Development Committee

1. *(No title)*

2. *(No title)* **Board Item #9**

3. *(No title)*

ARTICLE XXVII – COMPENSATION AND FRINGE BENEFITS

A. Employee Salary Schedules

- | | |
|--|-----------------------|
| <u>1. Certificated Employee Salary Schedule Effective July 1, 2000</u> | Board Item #16 |
| <u>2. Certificated Employee Salary Schedule Effective July 1, 2001</u> | Board Item #16 |
| <u>3. Certificated Employee Salary Schedule Effective July 1, 2002</u> | Board Item #16 |
| <u>4. Classified Salary Schedules Effective July 1, 2000</u> | Board Item #16 |
| <u>5. Classified Salary Schedules Effective July 1, 2001</u> | Board Item #16 |
| <u>6. Classified Salary Schedules Effective July 1, 2002</u> | Board Item #16 |

B. Salaries and Benefits

1. (No title) **Board Item #14**
2. (No title)
3. (No title) **Board Item #17**

C. Health Care Benefits

- | | |
|---|-----------------------|
| <u>1. (No title)</u> | Board Item #15 |
| <u>a. Medical Mutual of Ohio SuperMed Select</u> | Board Item #15 |
| <u>b. (No title)</u> | Board Item #15 |
| <u>c. Dental Insurance - Schedule of Benefits</u> | Board Item #15 |
| <u>d. Vision Care</u> | Board Item #15 |
| e. Life Insurance | |
| <u>2. (No title)</u> | Board Item #15 |
| <u>3. (No title)</u> | Board Item #15 |
| <u>4. Insurance Carrier(s)</u> | Board Item #15 |
| 5. Health Care Committee | |
| <u>6. Health Care Reopener</u> | Board Item #15 |
| 7. Employees on Unpaid Leave of Absence | |

D. Payroll Practices

1. *(No title)*

2. *(No title)*

3. Pick up of State Teachers Retirement System and School Employees Retirement System Contributions **Board Items #32 & 33**

E. Certificated Employee Horizontal Salary Schedule Moves

F. Severance Pay

1. *(No title)* **Board Item #20**

2. *(No title)*

3. *(No title)*

4. *(No title)* **Board Item #20**

G. Supplemental Schedules and Information

1. *(No title)*

(NOTE: The Tentative Agreements document shows a Section 1. c. placed here. It is misplaced and should instead follow Section 3. b. below in the Tentative Agreements.)

2. *(No title)*

3. *(No title)*

4. *(No title)*

H. Payment for Period Substitution

1. *(No title)*

2. *(No title)* **Board Item #25**

3. *(No title)* **Board Item #25**

I. Mileage – Job Related

1. *(No title)*

2. *(No title)*

3. *(No title)*

J. Curriculum Work **Board Item #21**

K. Longevity Pay

1. Certificated Employee

2. Classified Employees **Board Item #23**

L. Tuition Reimbursement **Board Item #24**

M. Early Retirement Incentive Plan **Board Items #19 A & B**

N. Workers' Compensation

O. Overtime

P. Boiler License Stipend

Q. Vacation

1. *(No title)*

2. *(No title)*

3. *(No title)*

4. *(No title)* **Board Item #27**

R. Paid Holidays **Board Item #26**

S. Classification Pay **Board Item #28**

T. Report Pay **Board Item #29**

U. Placement on Salary Schedule **Board Item #30**

V. Employment/Increments

W. Uniforms **Board Item #31**

X. Shift Differential **Board Item #11**

ARTICLE XXVIII – HEALTH AND SAFETY

A. Safe and Healthful Workplace

B. Discharge/Discrimination

C. Assault Protection

1. *(No title)*
2. *(No content. Parties agreed to delete.)*
3. *(No title)*
4. *(No title)*
5. *(No title)* **Board Item #(could not locate)**

D. Health Examinations

1. Required Screening Tests
2. Mental and Physical Disorders

RHEA Position on page 28-1 and 28-2 **Board Item #34**

E. Drug and Tobacco-Free Workplace

F. Asbestos Removal

ARTICLE XXIX – TERM AND EFFECTS

A. Nondiscrimination

B. Conflict with Law

C. Changes **Board Item #39**

D. Consolidation or Annexation of District

E. No Reprisal **Board Item #39 (p. 60)**

F. Term **Board Item #40**

APPENDIX A – EMPLOYEE SALARY SCHEDULES **Board Item #16**

APPENDIX B – SUPPLEMENTAL PAY SCHEDULE

APPENDIX C – GRIEVANCE FORM

APPENDIX F – PARENTAL LEAVE FORM

APPENDIX G – ALCOHOL AND CONTROLLED (RHEA (Union) Exhibit #7)
SUBSTANCES TESTING POLICY Board Item #12
FOR EMPLOYEES WITH
COMMERCIAL DRIVER'S LICENSE
(Is referenced at Article XI, Section J. 19)

NO STRIKE (No RHEA Proposal) **Board Item #13**

BOARD RIGHTS (No RHEA Proposal) **Board Item #35**

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Richmond Heights Education Association OEA/NEA,

Employee Organization,

and

Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO,

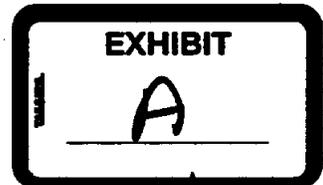
Employee Organization,

and

Richmond Heights Local School District Board of Education,

Employer.

Case Number: 99-REP-03-0077



CERTIFICATION OF UNIT DETERMINATION ELECTION
AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Verich: October 7, 1999.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret ballot election on September 8, 1999, for certain professional and nonprofessional employees of the Richmond Heights Local School District Board of Education. Pursuant to Ohio Revised Code § 4117.06(D)(1), employees voted to determine whether a majority of professional employees and a majority of nonprofessional employees wish to be included in a single unit for collective bargaining.

The Board certifies that the results of the unit-determination election are:

Professional employees cast forty-eight (48) ballots, forty-four (44) votes were for inclusion with nonprofessional employees in a single unit, and four (4) votes were for noninclusion with nonprofessional employees in a single unit. There were zero (0) challenged votes.

Nonprofessional employees cast thirty-five (35) ballots, thirty-three (33) votes were for inclusion with professional employees in a single unit, two (2) votes were for noninclusion with professional employees in a single unit. There were zero (0) challenged votes.

Accordingly, a combined unit of professional and nonprofessional employees is appropriate. The appropriate combined unit is:

Included: All certified professional personnel, including classroom teachers and guidance counselors, including all regular full-time and regular part-time non-certified employees.

Certification of Unit Determination Election
and of Exclusive Representative
Case No. 99-REP-03-0077
October 7, 1999
Page 2

Excluded: The Superintendent, Treasurer, school principals, supervisory positions of Building, Maintenance & Grounds Supervisor; Cafeteria Manager; Transportation Supervisor; Night Custodial Supervisor; and other managerial and supervisory employees as defined by O.R.C. 4117.01(C), and further excluding Secretary to the Superintendent; Account Clerk; Payroll Clerk; Board Office personnel or supervisory personnel which may be added in the future.

The Board certifies that the results of the representation election for non-professionals are: thirty-six (36) ballots were cast, thirty-two (32) votes were for the Richmond Heights Education Association OEA/NEA, four (4) votes were for Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and zero (0) votes were for "no representative." There were no challenged votes.

Richmond Heights Education Association OEA/NEA has received a majority of the votes cast and is certified as the exclusive representative of all employees in the combined unit.

It is so directed.

POHLER, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.



SUE POHLER, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 12th day of October, 1999.



SALLY L. BARAILLOUX
EXECUTIVE SECRETARY

MEMORANDUM OF UNDERSTANDING

Board and RHEA Negotiation Representatives met on November 2, 2000 and reached tentative agreement on the following items.

APPENDIX D

SUPPLEMENTAL PAY SCHEDULE

COACHING SUPPLEMENTALS

<u>Supplemental Position</u>	<u>1st Year</u>	<u>3rd Year</u>	<u>5th Year</u>	<u>PAY DATES</u>
<u>Head Football</u>	18%	19%	20%	F3
Asst. HS Football (4 positions)	11%	12%	13%	F3
Asst. MS Football (2 positions)	8.5%	9.5%	10.5%	F2
<u>Head Boys Basketball</u>	18%	19%	20%	W2
Asst. HS Boys Bsktbl. (3 positions)	11%	12%	13%	W2
Asst. MS Bsktbl. (2 positions)	8.5	9.5%	10.5%	W1
<u>Head Girls Basketball</u>	18%	19%	20%	W2
Asst. HS Girls Bsktbl. (2 positions)	11%	12%	13%	W2
Asst. MS Girls Bsktbl. (2 positions)	8.5%	9.5%	10.5%	W2
<u>Head Wrestling</u>	18%	19%	20%	W2
Asst. HS Wrestling (2 positions)	11%	12%	13%	W2
Asst. MS Wrestling (2 positions)	8.5%	9.5%	10.5%	W1
<u>Head Volleyball</u>	15%	16%	17%	F2
Asst. HS Volleyball (2 positions)	9.3%	10.3%	11.3%	F2
Asst. MS Volleyball (2 positions)	7%	8%	9%	F1
<u>Head Softball</u>	15%	16%	17%	S1
Asst. HS Softball (2 positions)	9.3%	10.3%	11.3%	S1
Asst. MS Softball (2 positions)	7%	8%	9%	S1
<u>Head Baseball</u>	15%	16%	17%	S1
Asst. HS Baseball (2 positions)	9.3%	10.3%	11.3%	S1
Asst. MS Baseball (2 positions)	7%	8%	9%	S1
<u>Head Track</u>	15%	16%	17%	S1
Asst. HS Track (2 positions)	9.3%	10.3%	11.3%	S1
Asst. MS Track (2 positions)	7%	8%	9%	S1
<u>Cross Country</u>	7.6%	8.6%	10.6%	F2
<u>Golf</u>	7.6%	8.6%	10.6%	F1
<u>Tennis (Boys)</u>	7.6%	8.6%	10.6%	S1
<u>Tennis (Girls)</u>	7.6%	8.6%	10.6%	F1

Faculty Manager (Gr. 7-12)

11%

12%

13%

CO- AND EXTRA-CURRICULAR SUPPLEMENTALS

<u>Supplemental Position</u>	<u>1st Year</u>	<u>3rd Year</u>	<u>5th Year</u>	<u>PAY DATES</u>
Academic Challenge	.84	1.3	1.8	** 24 Pays
Academic Decathlon	4.175	5.18	6.18	**
Academic League	.84	1.3	1.8	**
Activities Coordinator MS	4.175	5.18	6.18	**
Activities Coordinator HS	5.25	6.25	7.25	**
Art Competition, ES	1.05	1.55	2.05	**
Art Competition, MS	1.05	1.55	2.05	**
Art Competition, HS	1.5	2.5	3.5	**
Audio Visual Director	6.8	7.8	8.8	**
Band Director	13.0	14.0	16.0	**
Camp Counselor (one counselor per ten student participants)	1.6	1.7	1.8	##
Camp Director	1.9	2.0	2.1	##
Cheerleader, Fall	5.85	6.85	7.85	F3
Cheerleader, Winter	6.2	7.2	8.2	W2
Choir Director	7.3	8.3	9.3	**
Drama Director	8.9	9.4	9.9	##
Flag/Dance Advisor	5.85	6.85	7.85	F3
Freshmen Class Advisor	.94	1.44	1.94	**
Sophomore Class Advisor	.94	1.44	1.94	**
Junior Class Advisor	4.175	4.675	5.175	**
Senior Class Advisor	1.9	2.4	2.9	**
Jazz/Stage Director	9.4	10.4	11.4	**
Literacy Center Dir./Reading	4.175	4.6	5.1	**
Majorette Advisor	5.85	6.85	7.85	F3
Musical Director	2.65	3.1	3.6	##
Music Teacher, ES	.84	1.34	1.84	**
National Honor Society	1.6	1.7	1.8	
Newspaper, ES	1.9	2.4	2.9	
Newspaper, MS	4.175	4.675	5.175	**
Newspaper, HS	7.3	7.8	8.0	**
R.E.A.L. Program	1.9	2.4	2.9	**
Ski Club Advisor	2.0	2.5	3.15	W2
Stage Crew Advisor	4.175	5.18	6.18	**
Student Council, MS	5.25	5.75	6.0	**
Student Council, HS	6.3	6.8	7.3	**
Washington Trip Counselor	.84	1.34	1.84	##
Washington Trip Director	1.25	1.75	2.25	##
Memory Book, MS	2.35	2.85	3.35	
Yearbook/Memory, HS	9.91/4.35	10.41/4.85	10.91/5.35	**

In years in which mentors are applicable the following remuneration would be applied:

Lead Mentors	\$1500
Mentors	\$500

1. Percentages based on Step 0, Bachelor's Degree.
2. In the event student participation decreases and does not warrant the number of coaches listed or other supplementals outlined, those positions will not be filled. If there is a question, the issue will be submitted to the committee outlined below for resolution. Should the problem involve supplementals other than athletics, the head coach on the committee will be replaced by a supplemental advisor as chosen by the RHEA.

Additional Assistant Coaches' positions will be based on student participation after agreement is reached with a committee consisting of the principal, head coach, RHEA representative, and superintendent.

3. All positions held by non-bargaining unit members shall be paid at ^{the 1st year h. y. 11-29-00} Step of the supplemental pay schedule. *MES*
4. Any position held by a bargaining unit member that pays that person less than they made for the same position in 1999-2000 shall be paid the amount equal to the amount paid in 1999-2000.
5. An employee shall be given credit for all previous experience in the same supplemental position in placing the employee on the appropriate supplemental pay column.
6. PAY DATES

**All non-coaching positions held by full-time staff will be paid over the entire current year contract as of date hired. (i.e. Yearbook Advisor hired 8/1/98 to be paid over 24 pays from 9/15/98 to 8/30/99.)

Payment made when activity concluded.

		Athletic Coaching Positions	
		40% pay	60% pay
Fall	F1	September 15	October 15
	F2	September 15	October 30
	F3	September 15	November 15
Winter	W1	December 15	February 15
	W2	December 15	March 15
Spring	S1	April 15	May 30



 RHEA REPRESENTATIVE

11-29-00

 DATE



 BOARD REPRESENTATIVE

11/29/00

 DATE

MEMORANDUM OF UNDERSTANDING

Board and RHEA Negotiation Representatives met on October 11, 2000 and reached tentative agreement on the following items.

ARTICLE X - EMPLOYMENT PRACTICES

E. Reduction in Force

10. Unemployment Compensation

The Board shall take no action to cause the denial of unemployment compensation to the employee without justification.

ARTICLE XI - EMPLOYMENT CONDITIONS

J. Transportation Employees

15. First Aid and CPR. Each driver shall be responsible for taking and passing, at Board expense, a standard course in first aid and CPR.

17. Bus Cleaning. Drivers shall be paid their daily rate of pay for cleaning their busses at school year end, four (4) hours maximum for a sixty-five (65) passenger bus, three (3) hours maximum for a forty-seven (47) passenger bus, and two (2) hours maximum for smaller busses.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

C. Health Care Benefits

3. All covered employees shall receive copies of health care plan description booklets.

G. Supplemental Schedules and Information

1. The RHEA and the Board encourage certificated employees to attend, participate and serve as coaches and advisors. However, acceptance or rejection of extra-curricular duties shall not be a consideration in the assignment, reassignment, transfer, evaluation, promotion, hiring, or retention of a certificated employee. The schedule of supplementary salaries shall be used to compensate appointed personnel for their responsibilities and shall be found at Appendix B of this Agreement.

RHEA REPRESENTATIVE

BOARD REPRESENTATIVE

DATE

DATE

JX-1

TENTATIVE AGREEMENTS

THROUGH OCTOBER 10, 2000

RICHMOND HEIGHTS BOARD OF EDUCATION

AND

RICHMOND HEIGHTS EDUCATION ASSOCIATION

ARTICLE I - RECOGNITION

A. Recognition

The Richmond Heights Board of Education (hereinafter referred to as the Board) hereby recognizes the Richmond Heights Education Association (hereinafter referred to as the RHEA) affiliated with the Ohio Education Association and National Education Association as the exclusive representative for the bargaining unit, which shall consist of all certificated professional personnel, including classroom teachers and guidance counselors, including all regular full-time and regular part-time noncertified employees; but excluding the Superintendent, Treasurer, school principals, supervisory positions of Building, Maintenance & Grounds Supervisor; Cafeteria Manager; Transportation Supervisor; Night Custodial Supervisor; and other managerial and supervisory employees as defined by O.R.C. 4117.01(C), and further excluding Secretary to the Superintendent; Account Clerk; Payroll Clerk; seasonal and casual employees; Board Office personnel or supervisory personnel which may be added in the future. The rights and privileges of the RHEA and its representatives as set forth in this document shall continue until the expiration of this agreement.

A casual employee shall be defined as a person employed on a substitute basis for fewer than sixty (60) consecutive workdays in the same bargaining unit position, provided that such service shall not be deemed to be interrupted by arbitrary action, sick days of the substitute, calamity days, workdays which are not pupil attendance days and on which the substitute is not requested to work, summer recess, nor by other similar interruptions other than the return of the regular employee from leave, and further provided that such days of absence shall not count toward the sixty (60) consecutive workdays. Any substitute employee employed effective February 15 or later shall remain a casual employee for the remainder of that school year, regardless of the number of days worked, except that such substitute shall be covered by the provisions of Article IX and XXVII of this Agreement after sixty (60) consecutive days of service as described above.

Such employees shall be considered part of the bargaining unit after sixty (60) consecutive workdays and shall be afforded all bargaining unit rights only in the fiscal year in which the sixty (60) consecutive days are achieved. No bargaining unit provisions shall be implied to successive years, unless it is officially known by the Superintendent that the position will continue to be vacant for a period to exceed sixty (60) consecutive workdays. When a position continues beyond the fiscal school year, the employee shall be a bargaining unit member only until the regular employee returns or sixty (60) consecutive workdays have been achieved in any other position.

- B. Any challenge to the exclusive recognition of the RHEA must be in accordance with O.R.C. Chapter 4117.

C. Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee

A member of the bargaining unit defined above.

2. Day

A calendar day.

3. Workday

For purposes of computation of time, any day Monday through Friday when central administration offices are open for regular business.

4. Immediate Supervisor

The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by RHEA.

5. Superintendent

The Superintendent of the Richmond Heights Local School District or his/her designated representative.

6. RHEA

The Richmond Heights Education Association.

7. Board

The Board of Education of the Richmond Heights Local School District.

8. District:

The Richmond Heights Local School District

9. Seniority

The longest uninterrupted service as an employee, beginning with the first day worked in a bargaining unit position. Seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement or Board Policy, by any layoff, nor by disability retirement. Further, seniority shall continue to accrue during any such leave, layoff, or disability retirement.

- a. Seniority shall not be deemed to be interrupted for an employee who leaves the bargaining unit, but returns within one year. An employee who leaves the bargaining unit, but returns after one year, shall retain earned seniority to the date he/she left the bargaining unit.
- b. Service rendered beyond the regular work year or beyond the regular workday will not be counted toward seniority.
- c. Seniority for employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such job assignment or classification shall be determined as follows: The total number of hours worked during the regular work year shall be divided by the maximum number of hours worked ordinarily and normally in such job assignment or classification, then divided by the number of days in the ordinary and normal work year for the job assignment or classification.
- d. If the seniority of two or more employees is equal, the additional criteria for determining seniority, in the following order, shall be:
 1. The earliest date of Board action on the most recent continuous employment of the employees.
 2. The longest total service in any employment position(s) with the Board.
 3. By coin toss or, if more than two (2) employees, by drawing lots.

ARTICLE II - NEGOTIATIONS PROCEDURES

A. Statement of Principles

1. The Board and the RHEA state that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Richmond Heights school children by assuring orderly and uninterrupted operation of the public school system. For, and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this document and the procedures set forth therein.

2. The Board and RHEA each recognize their mutual obligation to negotiate in good faith as provided in II., A., 3. and no changes shall be made in any negotiated agreements or salary schedules except through the negotiations process.
3. Good Faith involves coming to the negotiations table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires that the Board and/or the Administration and the RHEA be willing to react to each other's proposal in the same fashion as the proposals are submitted by either party. If a proposal is unacceptable to one party, that party is obligated to give its reasons. Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the RHEA to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
4. The terms of this document, the procedures established therein, and the "good faith" provision in II., A., 3. hereof, shall not prevent, and shall not be construed to prevent, the Board from performing its obligation within such time and in such manner as may be required by law, nor from making such determinations and taking such actions preliminary thereto as may be required to insure timely compliance with the requirements of law.
5. Representatives of the Board and the RHEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, or threat nor implication thereof, shall attach to negotiation participation nor to failure to reach agreement in the course of negotiations; provided, however, this II. A., 5. shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio by either party.

A. Initiation of Negotiations

A written request for negotiation may be submitted by RHEA to the Superintendent or by the Superintendent to the President of RHEA no later than ninety (90) days before the date of expiration of this Agreement. The parties shall meet within ten (10) days of such request, unless the parties agree mutually to meet at a later date. At the first meeting, the party requesting negotiations shall submit in writing its proposals. At the second meeting, the other party shall submit in writing its proposals.

B. Subjects of Negotiation

Subjects of negotiation between Board and RHEA representatives shall include all matters pertaining to wages, hours, or terms and other conditions of employment

and the continuation, modification, or deletion of an existing provision of this Agreement.

C. Requests for Negotiation

Delete.

D. Negotiation Meetings

1. Delete.

2. Delete.

3. Negotiation meetings shall be closed to the press and the public.

4. Delete.

5. Delete.

E. Representation

Representation at all negotiation meetings shall be limited to eight (8) representatives of the RHEA and five (5) representatives of the Board. Neither party shall have any control over the selection of the negotiation representatives of the other party.

F. Assistance and Study Committees

1. Delete.

2. Delete.

G. Information

Delete.

H. Agreement

1. As tentative agreement is reached on items which are the subject of negotiation, the agreement shall be reduced to writing and signed by the designated representatives of each party, but such signatures shall not be construed as final agreement between the representatives until all items have been resolved.

2. Final agreement reached through negotiation shall be reduced to writing and submitted to RHEA members for approval. Upon approval by the RHEA members, the agreement shall be submitted to the Board for approval. The

RHEA shall provide the Board with a letter indicating approval of the agreement by its membership; the Board shall provide the RHEA with a copy of the resolution indicating approval of the agreement by the Board.

3. Cost of printing copies of the Agreement shall be shared equally by the Board and the RHEA and a copy shall be furnished to each employee.

I. Disagreement

If agreement is not reached within forty-five (45) calendar days after the first negotiating session then either party may request that the matter be submitted to the Federal Mediation and Conciliation Service. Federal Mediation and Conciliation Service shall attempt to mediate a settlement. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14 (C).

J. Employee Relations Meetings

Representatives of the Board and the RHEA shall meet monthly at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to discuss other matters that may arise. These meetings are not intended for the purpose of negotiation nor to bypass the grievance procedure. Each party will submit to the other, one day prior to the meeting, an agenda of the matters it wishes to discuss. Either party may cancel such meeting.

L. Progress Reports (Board proposed as "J.")

Periodic written progress reports may be issued by the parties to their membership and to the public during negotiation.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance:

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this Agreement.

2. Grievant

The grievant is the employee or employees making the complaint or the RHEA.

3. Delete

B. Procedure

Step 1: Informal Discussion

A grievant who believes that the basis exists for a grievance shall discuss the grievance with his/her immediate supervisor informally.

Step 2: Immediate Supervisor

If the grievance is not resolved through Step 1, the RHEA may submit the grievance in writing by presenting a completed grievance form as found in Appendix C, to the Immediate Supervisor within twenty (20) workdays after the event or condition giving rise to the grievance. A written decision is to be rendered by the Immediate Supervisor within five (5) workdays of presentation of the grievance form.

Step 3: Superintendent

If the grievance is not resolved at Step 2, the RHEA may submit the grievance form to the Superintendent or his/her designee within five (5) workdays after failure of resolution at Step 2. The Superintendent or his/her designee will render a written decision within five (5) workdays of presentation of the grievance form.

Step 4 Arbitration

If the grievance is not satisfactorily resolved at Step 3, RHEA may, not later than twenty (20) workdays after receipt of the written decision under Step 3, refer the grievance to arbitration by giving written notice to the Superintendent of its intent to do so RHEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator's authority is limited to the misinterpretation, misapplication and/or violation of the agreed upon definition of a grievance as provided herein and the arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

The cost of arbitration shall be borne equally between the Board and the RHEA.

C. Stipulations

1. Delete.

D. RHEA Release Time

In order to administer this agreement and to facilitate the processing of grievances, the RHEA president, grievance chairperson, and/or building representative will be permitted to leave their building following the dismissal of students. However, this should not interfere with the fulfillment of their professional responsibilities for individual assistance to students or parent conferences. The immediate supervisor shall be notified whenever an employee is going to another school building prior to the conclusion of the contractual workday.

E. Access to Personnel Files.

Employees shall have the right to have access to their personnel files in the presence of the Superintendent or his/her designee at a mutually convenient time during the normal work day, providing this does not interfere with the employee's assigned duties. Materials in the file must be job related, and the employee shall have the right to place a written response in the file to any material contained therein. A copy of any material placed in the file subsequent to the adoption of this agreement shall be provided to the employee. An employee may request in writing that materials be removed for good reason from his/her personnel file, and the written request shall state said reasons. Such a request will be given consideration and the Superintendent retains the sole discretion as to whether the material shall be removed or shall remain in the personnel file. An employee shall be entitled to copy his/her file at a nominal fee. The administration will notify the employee of a request to view or copy the employee's personnel file or other public record pertinent to the employee by anyone, other than authorized school personnel, within two (2) workdays of the request. Only information that is defined as a "public record" according to Section 149.43 of the Ohio Revised Code will be disclosed. The employee and/or the employee's representative shall be provided with a copy of any information for the party requesting access of disclosure.

F. Notification of Board Meetings, Agendas, Minutes.

The RHEA shall be notified of all Board meetings as much in advance as possible. The RHEA shall receive a copy of the agenda for each Board meeting, along with any public record attachment to the agenda, and the RHEA will receive a copy of the Board minutes of each meeting when available.

G. New Employee Orientation.

The RHEA shall be afforded an opportunity to address new employees during the orientation days. This opportunity includes a general meeting, if scheduled, or meetings in the individual buildings.

H. Leaving the Building.

A certificated employee may leave the building during the school day, provided that the temporary absence of the employee does not occur during assigned pupil contact time. Additionally, such absence shall not interfere with the certificated employee's professional responsibilities for individual assistance to students or parent-teacher conferences, and the certificated employee shall be required to notify the immediate supervisor, or in his/her absence, his/her designee, prior to leaving the building.

I. Complaint Procedure

Complaints against any employee shall be handled through the established chain of command. The complaint shall be referred first to the employee, if unresolved then to the immediate supervisor. If not resolved at the immediate supervisor level, the problem shall be referred to the Superintendent and finally to the Board if resolution has not been achieved.

No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the employee with the right to confront the accuser.

J. Names of New and Retiring Employees.

Upon written request of the RHEA, the Superintendent will provide the names and addresses of all new and retiring employees. Information will be furnished within a reasonable period of time. Retiring employees who request that their retirement be kept confidential shall have their request honored to the extent allowed by law.

L. Telephone Access

Telephones shall be provided during the school days from which a teacher may make a private telephone call. A telephone shall be available in each building for after school use in a designated area to which all teachers have access. It is understood that telephones are to be used primarily for school-related business purposes and that no charges for personal calls shall be made at the District's expense.

M. Dues Deductions/Fair Share Fee

1. RHEA Payroll Deductions

Payroll deduction of annual fees, fair share fees, assessments and contributions shall be provided to RHEA by the Board without cost in accordance with the following procedure.

- a. Authorization/Deduction Schedule

Upon written assignment authorization of the employee on forms provided by RHEA, the Board shall make the authorized annual deduction in equal prorated amounts from two (2) paychecks of the employee each month beginning with the second paycheck received after the start of each school year or with the next paycheck received after such authorization, whichever is later, and continuing through the paycheck received for the last payroll period ending in May of each year.

b. Continuing Deduction

Such authorization shall continue in effect from year to year unless revoked by the employee between July 1 and July 15 and of any year on a form provided by RHEA. A copy of such revocation shall be provided simultaneously both to the Board and to RHEA.

c. Remittance of Deductions

The deductions shall be remitted to RHEA on each pay date. The remittance, at RHEA's option, may be deposited directly to a designated financial institution or made available for pickup at the Board office by designated RHEA representatives.

d. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number (unless the employee does not consent), amount of deduction, and the grand total of all deductions made in that pay period. Upon mutual written agreement of RHEA and the Board Treasurer, the report may be transmitted to RHEA electronically.

e. Notice of Change in Amount

RHEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

f. Inapplicability

The authorization and revocation forms described in this Article shall be inapplicable for employees paying the fair share fee.

2. Fair Share Fee

Any employee who is not a RHEA member shall pay to RHEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of RHEA.

a. Effective Dates

This provision shall be effective on the beginning date of employment for employees. The actual effective date of payroll deduction of the fair share fee shall be provided in written notice to the Board Treasurer by RHEA.

b. Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of RHEA. The deduction shall be in accordance with the procedures specified in Section A. of this Article. The deduction shall commence in accordance with the effective date of this provision unless the Board Treasurer receives written notice from RHEA that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by RHEA.

c. Indemnification of Board

RHEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. RHEA shall also pay any judgment or settlement achieved in such cases. RHEA shall provide the attorney to represent the Board and RHEA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives RHEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to RHEA and its counsel at all levels of the proceeding, (b) permit RHEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose RHEA or its affiliated organizations' application to file briefs amicus curiae in the action;
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of

the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

N. Bulletin Boards

RHEA shall be allowed to post notices and other information regarding RHEA activities and concerns at each work site in the same locations as employee mailboxes and in employee lounges.

O. Bargaining Unit Roster

RHEA shall be provided a current bargaining unit roster at least twice annually on September 15 and March 1. Such roster shall include the following information about each employee, listed alphabetically by the member's name: home address, and job assignment.

P. Officer Leave

Upon request of RHEA, an employee elected to a state or national office of an affiliated professional organization will be granted a one (1) year unpaid leave of absence to serve in such office.

ARTICLE IX - ABSENCES AND LEAVES

B. Parental Leave

Parental leave for purposes of pregnancy, adoption, or child care, without pay, will be granted at the request of the employee. The leave shall be governed by the following factors:

1. The employee shall submit notification of the need for leave on the form included as Appendix F of this Agreement.
2. The leave shall extend through the remainder of the school year in which it is granted (or for a shorter period at the request of the employee) and, upon the request of the employee, for an additional one (1) school year.
3. If the employee granted leave is on a limited contract, provisions of such contract will apply in reference to non-renewal and notification dates. Parental leave shall not be grounds for termination or non-renewal of an employee's contract. The provisions of this Agreement as set forth in the sections regarding "Reductions in Force" may apply.
4. An employee on parental leave shall notify the Superintendent, by letter, of plans to return from leave no later than sixty (60) days in advance of the date of return, provided that the Superintendent may waive the advance notice.

5. Leave may be cancelled by the employee within one (1) week after delivery or adoption of the child.
6. Delete.
7. An employee on an unpaid parental leave of absence who notifies the Superintendent of the desire to return to work shall resume the same contract status and shall be returned to the same or equivalent duty, providing the procedures contained herein have been met.
8. These provisions shall also apply to adoptive parents providing the child being adopted is under six (6) years of age.

C. Professional Leave

Any school employee may be given permission, by the Superintendent, to attend professional meetings or take part in other activities promoting professional growth. Full pay is given.

D. Sick Leave

1. Sick leave shall be provided in compliance with O.R.C. 3319.141.
2. Unused sick leave shall be cumulative without limit.
3. Falsification of a statement submitted under this provision may be grounds for suspension or termination of the employee.
4. For purposes of illness or injury, the immediate family is interpreted to include spouse, child, parent, parent-in-law, sister, brother, or member of the immediate household, or member of the family who clearly has stood in the same relationship with the employee as a parent or child. For purpose of death, immediate family is interpreted to include spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, member of the immediate household or a member of the family who clearly has stood in the same relationship with the employee as a parent or child.
5. Upon request by the Superintendent, sick leave affidavits must be submitted by the employee if the sick leave exceeds four (4) consecutive weeks, and every two (2) weeks thereafter if the absence continues beyond four (4) consecutive weeks, unless the condition of the employee makes the submission of sick leave affidavits inappropriate.

F. Unpaid Leave of Absence

1. An employee may request an unpaid leave of absence for personal reasons. No leave will be granted without the prior approval of the Superintendent.
2. Each leave shall be requested no less than seven (7) days prior to the commencement of the requested leave. Requests for unpaid leave of absence shall be made on the unpaid leave form. Requests for such leave shall state in detail the reasons for the leave. The employee shall be docked at the employee's daily rate for each day absent.

H. Jury Duty Leave

Any employee who serves as a juror shall continue to be paid his/her salary while serving as a juror.

I. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

1. ELIGIBILITY

- a. Pursuant to the terms and conditions of this Article, an eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (August 1 through July 31), for one (1) or more of the following circumstances:
 1. the birth of an employee's child and to care for the child up to age one;
 2. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 3. to care for an immediate family member (spouse, child, or parent) of an employee when that family member has a serious health condition;
 4. the employee's inability to perform the functions of the position because of the employee's own serious health condition.
- b. To be eligible for FMLA Leave, the employee must:
 1. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 2. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.

2. SERIOUS HEALTH CONDITION - DEFINED

- a. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
 2. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.
- b. "Continuing treatment by a health care provider" means one (1) or more of the following:
1. The employee or family member in question is treated two (2) or more times for the injury or illness by a health care provider.
 2. The employee or family member is treated for the injury or illness two (2) or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one (1) occasion which results in a regimen (e.g., a course of medication or therapy) of continuing treatment under the supervision of the health care provider to resolve the health condition.
 3. The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured. (Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.)
- c. "Health care provider" is defined as:
1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
 2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of

the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;

3. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practices as defined under State law;
 4. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
- d. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.
 - e. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA Leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA Leave for a purpose other than those contained in this paragraph.
 - f. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement. However, if an employee takes paid sick leave for any of the reasons he (she) would be entitled to take FMLA, that sick leave will be treated as, and counted against, FMLA leave under this article.

3. NOTICE

- a. The employee shall provide the Superintendent or his/her designee with written notice no fewer than thirty (30) days prior to taking unpaid FMLA Leave for the birth or placement of a child when the employee's need for leave is foreseeable.
- b. Whenever unpaid FMLA Leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent or his/her designee, not less than thirty (30) days prior to

the requested leave commencing, with written certification (FMLA Form 1 or 2) issued by a health care provider to support her/his request for leave.

If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Superintendent or his/her designee, not less than thirty (30) days prior to commencing the modified work schedule, with written certification (FMLA Form 3) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

- c. If the employee's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that an employee will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member, or other responsible party) if the employee is unable to do so personally.

4. CALCULATION OF TOTAL UNPAID/PAID FMLA LEAVE

- a. The Board shall require that paid sick leave taken under Article IX of the collective bargaining agreement shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- b. Where an employee has earned paid sick leave days, this paid leave shall be substituted, at the employee request, for all or part of any unpaid FMLA Leave taken to care for an immediate family member or for the employee's own serious health condition.

5. INTERMITTENT LEAVE AND REDUCED-WORK SCHEDULE

- a. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the employee. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the employee's, or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as chemotherapy.
- b. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent

who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

- c. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.
- d. Where an employee who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced work schedule, and where the employee would be on FMLA Leave for more than 20% of the total number of working days over the period during which the FMLA Leave would extend, such employee must elect either:
 1. to take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
 2. to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the employee.

6. LEAVE NEAR END OF SEMESTER

- a. If an employee begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee continue taking leave until the end of the semester, if:
 1. the leave is of at least three (3) weeks duration, and
 2. the return to employment would occur during the three (3) week period before the end of the semester.
- b. If an employee begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking unpaid FMLA Leave until the end of the semester, if:
 1. the unpaid FMLA Leave is of greater than two (2) weeks duration, and
 2. the return to employment would occur during the two-week period before the end of the semester.

- c. If an employee begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA Leave is greater than five (5) working days, the Board may require the employee to continue to take leave until the end of the semester.
- d. When an employee is required to take leave until the end of a semester and the employee's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the employee and provide other FMLA entitlements when the period of leave ends.

7. MEDICAL OPINION

- a. Additional Certifications: For unpaid FMLA Leave the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
- b. Subsequent Recertification: The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) days unless;
 - 1. The employee requests an extension of leave.
 - 2. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications).
 - 3. The board receives information that casts doubt upon the continuing validity of the certification.
 - 4. When the employee is unable to return to work after FMLA Leave because of the continuation, recurrence, or onset of a serious health condition.

8. BENEFITS

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, vision, and prescription drug. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due in accordance with Article XXVII, Section C. 6. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall not accrue sick leave or any other employment benefits during the unpaid FMLA Leave.

9. RETURN TO WORK

- a. When an employee is medically able to return to work after a serious health condition for unpaid FMLA Leave, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4) that the employee is able to resume the job functions for her/his position.
- b. Upon return from unpaid FMLA Leave, the Board shall restore the employee to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
- c. A employee has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA Leave period. (In other words, if the Board conducts a Reduction-in-Force (RIF) during the employee's leave period, the Board may deny the employee reinstatement if his/her position was one of the ones affected by the RIF.)
- d. Should a employee not return to work at the end of the unpaid leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave. In order to avoid having to

reimburse the Board for premiums, the employee must return to work for thirty (30) days unless precluded from doing so by Board action.

10. PENALTIES FOR MISUSE

An employee who fraudulently obtains FMLA Leave from the Board is not protected by the terms of these provisions (i.e. job restoration or maintenance of health benefits provisions may be denied).

11. INCONSISTENCIES BETWEEN THE AGREEMENT AND FMLA

All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

J. Assault Leave

2. If an employee's absence resulting from assault is covered by Worker's Compensation, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault.
3. If court action results, said employee shall be granted leave of his/her professional duties and a qualified substitute provided, if available, with no loss of pay for days in court and as may be requested by his/her legal counsel, court officials, and law enforcement officers.
3. An employee temporarily disabled as a result of physical assault shall be returned to the same or equivalent position as held at the time of the incident.

ARTICLE X - EMPLOYMENT PRACTICES

A. Certificated Employee Evaluation

The Evaluation Procedure for Employees dated February 15, 1984 ("EPT") and all related forms or a revision of said plan/forms shall be followed in evaluating all certificated employees. The EPT and related forms as well as any revisions shall be considered as a part of this Agreement as if fully reprinted herein.

1. Either the Board or RHEA may propose that the EPT be revised during the term of this Agreement. A committee composed of six certificated employees and administrators, three appointed by the Board and three appointed by RHEA, shall develop proposed revision, changes and/or modifications of the EPT. Revisions of the EPT shall become effective upon approval by

certificated employees represented by RHEA and by the Board in accordance with Article II. H.2. of this Agreement.

2. These evaluation procedures shall be the procedures identified in ORC 3319.111, (B).

C. Job Posting

2. Posting

Whenever a vacancy in any regular, or supplemental position occurs during the school year, the Superintendent shall post written notice(s) of said vacancy on the bulletin boards provided for RHEA. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy shall have been posted for at least five (5) days. If any vacancy shall occur during the summer months, a list of such vacancies shall be posted by U. S. mail, with paychecks when possible, to all employees qualified for the position.

3. Administrative Positions

Administrative vacancies (excluding the Superintendent) will be posted on bulletin boards in employee lounges in the district during the school year. Employees who are interested in being considered for the position shall submit their applications to the Superintendent within five (5) days of the posting notice. Employees who are interested in being considered for administrative vacancies that occur during the summer shall notify the Superintendent in writing of the positions desired prior to the last day of the school year.

D. ADA - Reasonable Accommodation Modifications

The superintendent may initiate an involuntary transfer in order to provide a reasonable accommodation under the Americans with Disabilities Act. Before making the involuntary transfer, volunteers will be solicited by a posting. If an involuntary transfer must be made, seniority in the system shall be given preference. If all other factors are equal, the employee having the least seniority will be transferred first.

E. Reduction in Force

3. Attrition

The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign whenever possible, or whose contracts are not renewed on the basis of performance.

4. Notice to Employee

Any employee to be laid off shall be notified of the layoff in writing by the Superintendent no later than sixty (60) workdays before such layoff may become effective. Such notice may not occur before the Board has approved the Superintendent's recommendation for a reduction in force.

6. Recall

- a. Any vacancy in a bargaining unit position shall be filled by the senior qualified employee on lay-off status after the provisions of this Article and subsection C. have been implemented.
- b. Notice of recall shall be sent via certified mail, return receipt requested, to the last recorded address of the employee. Such employee shall notify the Superintendent within ten (10) days of receipt of the notice of recall of his/her intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) days from the date of such acceptance. Neither acceptance nor rejection of an offer of employment in a lesser position than the employee held at the time of layoff shall operate to remove the employee from the reduction in force list.
- c. The right of recall shall be forfeited by the employee should he or she (1) waive his or her recall rights in writing, (2) fail to accept recall as provided herein, or (3) fail to report for work for a position which he or she has accepted within ten (10) days after acceptance, unless prevented from doing so because of illness, injury or other extenuating circumstances prevent the employee from reporting to work. He/she shall promptly notify the Board of the reasons for the delay in reporting to work and the date when he/she will report to work. No contract shall be issued until the employee reports to work. If any of the above conditions (1) to (3) occur, the offer of employment shall be withdrawn by the Board.
- d. The period of recall shall continue for three (3) years from the date of layoff.

7. Transfers When RIF Exists

Notwithstanding the provisions of Article X regarding transfer, a qualified employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list.

9. Substituting During Layoff

An employee on layoff status shall be given preference by seniority to substitute for an absent employee on a day-to-day basis, but such substitute service or the refusal thereof shall not be construed by the Board to seek ineligibility for unemployment compensation for such employee.

11. Continuing Contract Precedence

A continuing contract has precedence over a limited contract with all other factors being equal among the employees involved.

H. Personal Freedom

The private life of an employee is not within the appropriate concern or attention of the Board except as it may directly prevent the employee from properly performing his/her assigned functions during the workday.

I. Probationary Employees

All classified employees shall be probationary until the completion of ninety (90) days of service with the District. A probationary employee may be discharged at the discretion of the employer without resort to grievance procedure.

ARTICLE XI EMPLOYMENT CONDITIONS

A. School Calendar

1. Prior to the adoption of a school calendar, the Superintendent shall contact RHEA's President. Discussion of the calendar may be referred at the request of RHEA's President to the employee relations meetings. RHEA's input is welcomed and changes will be made if possible. However, interdependence of other school districts must be taken into consideration when developing the calendar.
2. The school calendar shall consist of one hundred eighty six (186) days. Six (6) of those days shall be as follows:
 - a. Two days at the beginning of each school year prior to the arrival of students which shall consist of a maximum of three-fourths (3/4) day for administrative meetings and a minimum of one and one-fourth (1-1/4) days to be used as certificated employee workdays.
 - b. One (1) day between semesters which shall be a certificated employee workday.

- c. One (1) day at the end of the school year which shall be a certificated employee workday.
 - d. One (1) day which will be NEOEA Day.
 - e. Effective with the 2000-2001 school year, one (1) preparation day prior to the arrival of students on a day to be selected by the certificated employee with notice to principal.
3. Each certificated employee shall receive a copy of the school calendar for the coming year prior to the conclusion of the current school year. Once published, the calendar shall not be altered except for emergency closings in compliance with minimum school year regulations as set forth in Revised Code Section 3313.48.

B. EMPLOYEE WORK SCHEDULES

1. Certificated Employees

a. Contractual Days

Each certificated employee's contract shall state that employment is for one hundred eighty-six (186) days and shall stipulate the beginning and ending date of said contract. If for any reason, the one hundred eighty-six (186) contractual days have not been fulfilled by the ending day stated in the contract, then the contract shall automatically be extended for the number of days required to fulfill the contractual obligation. The only exception to the aforementioned contract extension shall be for emergency closing in compliance with minimum school year regulations as set forth in Revised Code Sections 3313.48, 3313.481, 3313.482, 3313.484, and 3317.01. NEOEA Day shall be used by the employee to select inservice as the employee deems necessary.

b. Certificated Employee Attendance

Each certificated employee shall be required to check in or out each day in compliance with the established building procedures. Each time a certificated employee enters the building on a day other than one of the contractual days, he/she should notify the building principal or his/her secretary of his/her presence, approximate number of persons accompanying him/her and the purpose for the visit. In the absence of the building principal, the Superintendent or his/her secretary should be notified.

c. Teacher Day

3. Middle School Team Teaching - As long as the middle school team teaching program is in existence, every reasonable attempt will be made to provide members of the teams with a common, daily team meeting period. This is in addition to the teacher's normal planning period.

This common daily planning period will be limited to math, science, social studies, and language arts teachers.

A teacher serving on two teams cannot have a common planning period with both teams.

6. Homeroom, or duty comparable to homeroom, may be assigned to any full-time teacher. Lack of homeroom, or duty comparable to homeroom, shall not affect a teacher's salary or benefits.
7. All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic course preparations are those whose content and subject objectives are substantially different.
9. Preparation periods shall be considered unassigned time (free from required pupil contact) that is to be used for professional purposes connected with the certificated employee's school-related duties.
10. Elementary certificated employees shall not be required to supervise students' lunch periods nor be assigned to recess or other student supervision periods connected with students' lunch period.
11. The starting and ending times of the certificated employee day may be adjusted providing the following conditions are met:
 - a. Any change is implemented as of the beginning of a school year.
 - d. Any change shall not result in a lengthening of the certificated employee day.

D. Certificated Employee Attendance

Each certificated employee shall be required to check in or out each day in compliance with the established building procedures. Each time a certificated

employee enters the building on a day other than one of the contractual days, he/she should notify the building principal or his/her secretary of his/her presence, approximate number of persons accompanying him/her and the purpose for the visit. In the absence of the building principal, the Superintendent or his/her secretary should be notified.

E. Class Size

The Board and the administration will make a reasonable effort to maintain a maximum class size of twenty-five (25) K-3, twenty-eight (28) 4-12, and seventy-five (75) for secondary study halls, financial circumstances and available facilities permitting.

F. School Related Meetings

Both the Board and the RHEA encourage attendance by certificated employees at school-related activities. School related activities shall be defined as Board meetings, athletic events, school plays, science fairs, or any other school related event, or Board activity.

G. Teacher-Parent Communications

Certificated employees recognize that they have a responsibility to communicate with parents regarding the certificated employee's students. Certificated employees who wish to communicate with parents through the mail shall have available to them reasonable secretarial services through the school office, which shall mail school-related information to parents at Board expense. In addition, certificated employees have an obligation to make themselves available for parent-teacher (certificated employee) conferences at any time during the workday (administrators shall encourage parents to make appointments directly with the certificated employee in advance); if the parent cannot meet during the certificated employees workday, the certificated employee shall be obligated to meet at a reasonable time outside the workday by arrangements made between the teacher certificated employees and parent.

H. Disbursement of Medication

Employees shall not be required to dispense, nor be responsible for dispensing medication to students. In the case of an emergency, the employee will assist a student when possible.

I. Calamity Days

Classified employees told they do not need to report to work due to a calamity day shall be paid their appropriate rate of pay for all days, or part of a day, when the school in which he/she assigned is closed. A classified employee who works

on a calamity day shall be compensated at one and one-half (1.5) times his/her regular hourly rate of pay for all hours worked. When school is closed due to inclement weather, maintenance personnel are required to work, unless advised otherwise. Calamity days shall be counted as days worked for the purpose of determining accumulation of hours for overtime payment.

J. Transportation Employees

1. Bus Equipment. Drivers shall be responsible for the security of fire extinguishers, flares, and first aid kits in their assigned bus.
2. Bus Maintenance Work Orders. Maintenance work orders for repairs to buses will be completed in triplicate by the driver, with one copy retained by the driver. Upon completion of the work, the supervisor will sign two (2) copies.
4. Extended Vacation Driving Rate. Drivers shall receive forty-five cents (\$.45) per hour additional for driving during the Thanksgiving recess, the Christmas recess, during the Spring recess, and during the summer recess.
5. Kindergarten Runs. Kindergarten runs shall be a minimum of one and one-half (1-1/2) hours from storage to storage.
6. On days when students are dismissed early due to a calamity, or for an in-service day, drivers will be compensated for their normal daily hours.
7. When routes are established or changed the Transportation Supervisor will supply the RHEA President a list of drivers and their normal daily hours.
8. Seniority List. A driver seniority list shall be established for assignment of buses and for establishment of a field trip rotation list. Field trips shall be assigned according to rotation. However, if a driver is unable to take a field trip when his/her name comes up in rotation, that driver shall not be eligible again until his/her name comes up again in the rotation order.
10. Student List. Each bus driver will be given a set of emergency cards for students riding the bus. These cards will contain information needed for emergencies. These cards will have serious illnesses noted so that drivers will have sufficient information should an emergency arise.
12. Drivers will be paid for two hours to run their route in a bus prior to school year.
13. Certified Trainer Rate of Pay. Certified trainers shall receive an additional fifty cents (\$.50) per hour while training new drivers, a minimum of eight (8) hours.

14. Driver Abstracts and Licensing. The Board shall be responsible, including cost, for obtaining all driver abstracts from the State of Ohio. The cost of the testing required by the State of Ohio to secure licensing for drivers shall be paid by the Board. There will only be a one time payment for the Skill Test for all employees.

18. Bus Evacuation Drills. The Board shall provide and set aside time in the school calendar during the days the students are in attendance for bus evacuation drills. The driver shall be in attendance to supervise his/her vehicle and instruct passengers.

19. Alcohol and Controlled Substances Testing

Alcohol and Controlled Substances Testing will be conducted in accordance with the procedures found in Appendix ___ of this Agreement. Random drug and alcohol testing of bus drivers will not be scheduled during the Winter Break, Spring Break, nor Summer Break, unless the driver is scheduled to work during the break. Drivers will be paid for the time and mileage for drug testing.

K. Drinking Water

Reasonable access to chilled drinking water will be provided to all employees.

L. Facilities

Responsibility for maintenance and repair of facilities rests with the Board and the Administration. Every effort shall be made, within the limits of manpower and resources, to deal with repairs and maintenance as promptly as possible.

ARTICLE XV - STUDENT DISCIPLINE

A. All employees shall be provided with a copy of the Board adopted student discipline policy. Employees shall be notified of the individual who should be contacted in cases of emergency in the absence of the building principal.

B. The responsibility for the maintenance of proper discipline and order is recognized as being the shared responsibility of certificated employees and the building principal. Certificated employees should make contact with the home, as appropriate, to resolve the problem before sending the student to the principal's office.

C. Referrals shall be in writing on forms provided by the administration, shall state the reasons for the referral, and shall be provided to the principal at the time the student is sent to the principal's office or as soon thereafter as possible. The principal shall provide to the employee the disposition of the referral, in writing, indicating the discipline imposed, and the consequences to the student if the

behavior recurs. The principal will provide the disposition form to the employee prior to the student returning to the certificated employee's classroom, the school bus, or as soon as possible after the student returns.

ARTICLE XXV - PROFESSIONAL DEVELOPMENT PLAN

B. Local Professional Development Committee

1. A five (5) member Local Professional Development Committee (LPDC) shall be established for the purpose of preparing for full implementation of 3319.22 ORC. A majority of the members of the LPDC shall be practicing certificated employees appointed by the RHEA President.

3. The LPDC will be appointed to staggered two-year terms as follows:

Term 1	Certificated employee A and C Administrator A
Term 2	Teacher B Administrator B

Members may serve consecutive terms if appointed by the RHEA President or the Superintendent, respectively. The RHEA President shall appoint replacement members in the case of vacancies among certificated employees members. The Superintendent shall appoint replacement members in the case of vacancies among Superintendent-appointed members.

ARTICLE XXVII - COMPENSATION AND FRINGE BENEFITS

B. Salaries and Benefits

2. The operation of the certificated employee salary schedule shall be controlled by the following provisions:
 - a. All hours beyond the bachelor's degree are figured in semester hours. Quarter hours are translated to semester hours by multiplying the quarter hours by a fraction of two-thirds (2/3). Hours shall be graduate hours.
 - b. Credit shall be granted for years of teaching and military services experience as follows:
 1. military service to a maximum of five (5) years
 2. teaching to a maximum of eight (8) years
 - (i) teaching in public schools

(ii) teaching in private schools approved by State of Ohio

3. total credit granted for (1) and (2) shall not exceed ten (10) years.

C. Health Care Benefits

1. e. Life Insurance

The Board will provide \$50,000 face value life and accidental death and dismemberment for those employees working a minimum of twenty (20) hours per week. A change in carrier shall not result in a reduction in level of coverage.

5. Health Care Committee

A joint committee will be formed to explain cost containment measures. The committee shall meet a minimum of twice per year. The first meeting shall meet by February 1st each year and the second meeting shall be no later than June 1st. The superintendent shall choose no fewer than two (2) members of the committee and the President of the Association shall choose no fewer than two (2) members of the committee.

7. Employees on Unpaid Leave of Absence

All benefits, such as sick leave, Board paid fringe benefits, and any other monetary benefits shall be suspended for all employees on unpaid leave of absence commencing with the first of month following the employee's final paycheck, unless provision is made for the employee to bear the entire premium cost of the benefit. This shall be done according to a reasonable schedule established by the Treasurer's office and failure of the employee to comply with the schedule shall terminate the employee's right to continued coverage.

All payments for such coverage shall be due in the office of the Board on the twentieth (20th) day of the month preceding the month of actual coverage. If payments are not received by this date, coverage shall be terminated on the last day of the current month. This provision shall apply to employees on unpaid leaves of absence as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall to available openings pursuant to any procedure negotiated between the RHEA and the Board in accordance with other Articles of this Agreement.

D. Payroll Practices

1. Employees shall be paid in twenty-four (24) equal installments on the fifteenth (15th) and the thirtieth (30th), or last day of the month, whichever comes first. In the event that any regularly scheduled pay day is not a regularly scheduled

work day, employees shall be paid on the work day immediately preceding the fifteenth (15th) and thirtieth (30th) or the last day of the month. Upon written authorization of the employee to the Treasurer, the payroll check of an employee may be deposited directly into an account in a financial institution designated by the employee. The payroll checks of new employees will be deposited directly into an account in a financial institution designated by the employee.

Employees working second shift shall receive their paychecks at the end of their workshift the last day before regular pay day, except during vacation periods when checks will be mailed or direct deposited. When the employee is working first shift, the employee will be issued the paycheck by their supervisor unless the check has been direct deposited.

2. Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the employee as follows:

Health Care Coverages: Employees may subscribe to any health care coverages negotiated as part of this Agreement and the employee's portion of premiums due, if any, shall be deducted from each pay on equal basis.

Health and Accident Insurance: Subscription is voluntary but available only by payroll deduction.

Credit Union: The Hillcrest Educational Credit Union operates as a service organization to all employees. Payroll deduction is available for automatic savings and/or loan repayments.

Tax Sheltered Annuities: As provided by law.

U.S. Savings Bonds, Ohio Tuition Trust Authority.
PAC: As provided by law.

E. Certificated Employee Horizontal Salary Schedule Moves

Mid-year horizontal moves for certificated employees will be granted at the end of the first semester of each year upon timely receipt of transcripts. Certificated employees who qualify, but whose transcripts are not received timely will be paid retroactively upon verification of the transcripts.

F. Severance Pay

2. Severance pay shall be computed on the employee's current per diem rate of pay exclusive of supplemental contracts, extended service, overtime service, overtime or any other extra compensation.

3. An employee may receive severance pay only once from the District. Retirement shall mean eligibility for benefits from STRS or SERS and actual retirement from the District, except that in the case of an employee with twenty (20) or more years recognized salary schedule experience by the District, an employee shall be eligible for this benefit upon retirement as defined herein or termination of full-time employment with the District for any reason whatsoever. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

G. Supplemental Schedules and Information

1. c. One hundred percent (100%) upon completion (for activities which have a relatively short season--three or fewer weeks).
Final payment shall be subject to a ten (10) percent withholding of the total supplemental pay or \$25.00, whichever is more, until all the duties and requirements as set forth in the job descriptions have been performed.
2. All supplemental positions shall have job descriptions developed by the Superintendent. Job descriptions shall set forth fully and explicitly the duties to be performed.
3. Supplemental salaries shall be paid according to one of the three (3) following payment plans.
 - a. Twenty-four (24) equal installments (for activities which are essentially year-round activities).
 - b. Forty percent (40%), approximately four-tenths of the way through the season and the remaining sixty percent (60%) in the pay following completion of the activity (for activities which have a relatively long season but are not year-round).
4. If a new supplemental salary position is proposed, the Superintendent will forward to the President of RHEA a job description and the proposed compensation. The proposed compensation shall be based upon the criteria used for the determination of Supplemental Salaries. Should the Superintendent and the RHEA be unable to agree, the matter shall be considered at Step 4 (Arbitration) of the grievance procedure. These procedures shall be expedited by all parties and the activity may be commenced and the outcome of any arbitration award will be made effective as of the first day of the activity. Supplemental contracts shall be issued in advance of the commencement of the activity and, if an alteration in existing position is made after the issuance of the limited contract but prior to commencement, it shall not result in a decrease in pay unless the reason for the decrease is beyond the control of the board.

H. Payment for Period Substitution

1. Certificated employees will be asked to substitute for an absent teacher only when a qualified substitute cannot be found, or when the absence is for less than one-half (1/2) day.

I. Mileage - Job Related

1. Employees shall be reimbursed at the District mileage rate as the same may from time to time be set by the Board which shall be no less than the Board approved rate for any other school group whenever they are required to drive their own automobiles for school related business. This shall not include the employee's daily trip to and from work to fulfill daily duties.
2. Trips for which mileage is to be paid must have prior approval by the Superintendent or the Immediate Supervisor on the form provided. Forms shall be available in the school office. In emergency situations, the prior approval requirements may be waived.
3. Employees shall be reimbursed, according to Board policy, for all reasonable and actual travel expenses incurred in connection with approved school related business.

K. Longevity Pay

1. Certificated Employees

Certificated employees shall receive the following longevity pay:

<u>Annual Longevity</u>	<u>Combined Service</u>
\$900	17-20 years
\$1100	21-24 years
\$1300	25 years & over

In addition, certificated employees with twenty-two (22) or more years of combined service shall receive longevity pay based on their placement on the salary schedule in accordance with the following:

<u>Degree</u>	
BA+24	\$550
MA	\$950
MA+12	\$1200
MA+24	\$1300

Combined service shall consist of years of experience recognized by the District for initial salary schedule placement plus subsequent years of service in

the District. If a certificated employee who qualifies for longevity pay does not complete the school year, the longevity pay shall be prorated based on the number of days actually worked.

N. Workers' Compensation

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation. Failure on the part of the employee to file an approved employee accident form with the supervisor within three (3) working days, if he/she remains on the job, or after he/she returns to work, whichever occurs first, may result in denial of benefits due to failure to properly document the injury to the satisfaction of the Workers' Compensation hearing officer.

O. Overtime

Classified employees who are requested to work beyond forty (40) hours per week will be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for all hours over forty (40). If the classified employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the supervisor at a time mutually convenient to the employee and the supervisor within one (1) year after the overtime is worked. A classified employee may not accrue more than two hundred and forty (240) hours of unused compensatory time for overtime hours worked. Compensatory time shall be granted at time and one-half.

No overtime can be paid unless it has been authorized by the immediate supervisor, principal, superintendent, or his/her designee, in advance of time worked. For the purposes of overtime, all paid holidays and scheduled vacation days shall be deemed to have been hours worked. Classified employees who are required to work on paid holidays shall be paid their holiday pay and their regular pay for hours worked.

In case of emergency which would result in injury to individuals or damage to the buildings, the classified employee shall take immediate action to contain the emergency, and as soon as possible, contact his/her immediate supervisor, principal, superintendent or his/her designee, to report the emergency and receive further instructions .

Overtime opportunities shall be offered on a rotating basis to classified employees within a classification who are qualified to do this work. Overtime shall be voluntary, unless everyone on the list has refused, then the classified employee who was up for the overtime shall be required to work the overtime.

Hours will not be deliberately withheld from a scheduled forty (40) hour week to avoid overtime.

P. Boiler License Stipend

An employee who has a valid boiler license is eligible for an additional \$400.00 per year to be paid in two payments. \$200.00 in the last pay of December and \$200.00 in the last pay of June.

Q. Vacation

Those classified employees who work eleven (11) months or more during the year shall be granted vacation as follows:

1. After eleven (11) months of completed service...Two (2) weeks
2. After seven (7) years of completed service...Three (3) weeks
3. After fourteen (14) years of completed service...Four (4) weeks

V. Employment/Increments

Employees shall receive annual salary notices on or before July 1 of each year. To be eligible for an increment, an employee must have been employed for one hundred twenty (120) or more workdays in the year prior to July 1.

ARTICLE XXVIII - HEALTH AND SAFETY

A. Safe and Healthful Workplace

The Board shall provide a safe and healthful workplace as required by Chapter 4167 of the Ohio Revised Code.

B. Discharge/Discrimination

An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of Section 4167.13 (A) of the Ohio Revised Code may elect to pursue a grievance as the sole remedy for any such violation in accordance with Article VI of this Agreement to obtain any appropriate relief.

C. Assault Protection

It is recognized by the Board that in the course of performing assigned duties, acts of physical assault upon the employee may occur. It is further recognized that the Board has a responsibility to insure that the rights of the employees are protected

when such situations arise. To insure that such employee's rights are protected, it is necessary that the proper procedures be followed when such instances arise. Procedures to be followed:

1. An employee who has been assaulted in connection with the performance of a duty shall notify his/her immediate supervisor immediately. Within twenty-four (24) hours of the incident, the employee, when physically possible, will provide his/her immediate supervisor with a written report of the incident. Such report shall be signed by the employee.
2. Delete.
4. In cases where legal action may ensue, the immediate supervisor shall promptly cause written statements to be obtained from all the witnesses. These statements shall be signed, dated and forwarded to the Superintendent's office, where it shall be available to the employee and/or the employee's representative.
6. If medical attention is required, the employee must submit a statement listing the name and address of the physician, the dates of consultation, and the nature of the disability and its duration before assault leave can be approved for payment. Falsification of either a written, signed statement or a physician's certificate shall be grounds for discipline. The Board may, at its expense, have an employee examined to determine fitness to return to work.

D. Health Examinations [Moved here from Article XXI.]

1. Required Screening Tests

The Board will provide, at Board expense, such tests and examinations as may be required by law.

2. Mental and Physical Disorders

a. In the event that the Board has valid reason to believe that a mental or physical disorder is interfering with the performance of an employee's duties, the Board may require a physical examination or psychiatric examination. Examinations or tests required of any employee shall be at Board expense.

b. Confidentiality shall be maintained.

E. Drug and Tobacco-free Workplace

The Board and the RHEA believe that quality education is not possible in an environment affected by drugs. Both parties will seek, therefore, to establish and

maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any employees or other District personnel at any time while on District property or while involved in any District-related activity or event. Any employee who violates this policy may be subject to disciplinary action in accordance with this agreement.

There shall be no smoking or use of tobacco products allowed in any Board-owned building, bus, or grounds. The district shall cover the employee cost of participation in any approved smoke cessation program.

F. Asbestos Removal

Any employee who is required to remove or work with asbestos shall be given all safety equipment that is needed for working with asbestos. Any employee who has specifically been assigned by the Superintendent shall be paid double time when working with asbestos removal. Physical examinations shall be paid for by the Board as required by Federal Law.

ARTICLE XXIX - TERM AND EFFECTS

A. Nondiscrimination

The Board and the RHEA agree that they will not discriminate against any employee because of membership or non-membership in the RHEA or as a result of negotiations, complaint or other proceedings under this Agreement. The provisions of this Agreement shall be applied without regard to the race, creed, color, religion, national origin, age, sex, handicap, or marital status of any employee.

B. Conflict with Law

If any provision of this document, or any application of the provisions of this document to any person or persons shall be found contrary to any federal or state law or rules or regulations issued pursuant to a provision(s) of state or federal law by a court of competent jurisdiction, whether now or hereafter enacted, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. The parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary to law.

D. Consolidation or Annexation of District

Should the District be consolidated or annexed by a surrounding or neighboring school district, that school district shall continue to honor the terms and

conditions of this Agreement while it is still in effect, providing that the provisions of the collective bargaining agreement of the successor district shall prevail in all cases where such provisions are more favorable to employees.

Appendix C

GRIEVANCE FORM

NAME OF GRIEVANT: _____

WORK
LOCATION: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S)
VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

Signature of RHEA Representative

Signature of Person Receiving
Grievance At Initial Filing

Date

Date

APPENDIX F
PARENTAL LEAVE FORM

NAME: _____
SCHOOL: _____
GRADE: _____

Check one of the following:

_____ I will be absent only for the period of illness associated with my pregnancy and I will return as soon as I am able. I anticipate that I will return on approximately _____. I understand that I am entitled to return to the same or equivalent duty.

_____ I request that my parental leave extend through the remainder of the school year in which delivery or adoption occurs. The approximate beginning date of parental leave without pay is _____.

_____ I request that my parental leave extend for a shorter period than the remainder of the school year in which delivery or adoption occurs. The approximate beginning date of parental leave without pay is _____. The approximate ending date of my leave will be _____.

_____ If the reason for leave is not specified above, please give the reason for the leave and the approximate ending date of the leave.

Employees should notify the Superintendent as soon as possible of the precise dates of each of the above in writing. Employees are reminded to review the Contract between the Board and the RHEA relative to notification dates, insurance benefits, etc. All correspondence between the school district and the employee shall be open to review by the RHEA and the RHEA shall be permitted to photocopy said correspondence.

Signature of Employee	Signature of Superintendent
Date	Date

*Complete in duplicate -- one copy to be retained by the Superintendent; one copy to be returned to the employee.