

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD

2009 NOV -4 P 3: 08

River Valley Local School District : Case No. <sup>10</sup>09-MED-03-0359  
Board of Education  
Employer :  
and :  
River Valley Employees Association, : Factfinder Floyd Weatherspoon  
OEA/NEA : 303 E. Broad Street  
Columbus, OH 43215  
Union : Email: fweatherspoon@law.capital.edu

**HAND DELIVERED**

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RIVER VALLEY LOCAL SCHOOL DISTRICT, EMPLOYER,  
FACT-FINDING STATEMENT AND LIST OF OPEN ISSUES

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Pursuant to the provisions of Ohio Revised Code §4117.14 and Ohio Administrative Code 4117-9-05(F), the Employer submits the following Fact-finding Statement and list of open issues.

1. River Valley Local School District Board of Education - Employer

Principal Representative

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2. Description of the Bargaining Unit

The bargaining unit consists of the following:

Included: All regular employees in the classifications of: Custodian; Bus Driver; School Bus Mechanic; Cook; Teachers Aide; School Secretary; Secretary to High School Principal; and Cashier.

Excluded: Food Service Supervisor; Transportation Supervisor; Supervisor of Building and Grounds; Assistant to the Treasurer; Substitutes; Confidential, Supervisory and Management-level personnel as defined in O.R.C. § 4117.01; All Certificated Personnel; Treasurer; and all other employees not specifically included.

The bargaining unit consists of approximately seventy (70) employees.

3. Current Collective Bargaining Agreement

This is a successor agreement to the collective bargaining agreement between the parties which expired on June 30, 2010. During negotiations the parties agreed to continue to follow the terms and conditions of the expired agreement until the parties exhaust the contractual dispute resolution procedures. A copy of the parties' current collective bargaining agreement is submitted with this statement. Additionally, the copies of the parties' tentative agreements agreed upon during the bargaining sessions are submitted with this statement. Where no tentative agreements exist or no proposals follow, the parties have agreed to maintain current language.

4. Open Issues

The open issues are as follows and are listed as set forth during the Interest Based Bargaining (IBB) process:

- Non-Economic Issue #4: How can we streamline the processing of pay—Articles 1700 and 2300
- Non-Economic Issue #5: What can be done to ensure that buildings are adequately maintained when buildings are open on weekends—Article 2600
- Non-Economic Issue #7:
  - What can be done to clarify the work year for aides, cooks and cashiers—Articles 1703 and 1708
  - How can we clarify the workday/schedule for bargaining unit members—Articles 1000 and 1702
- Non-Economic Issue #8:
  - What procedures can be used to ensure a fair and equitable rotation for extra field trip assignments for bus drivers—Article 1002
  - How can we develop a system of consistency and safety for parents, staff and students in regards to busing—Article 1000
  - What is the most efficient way for determining road conditions on bad days throughout the district

- Economic Issue #1:
  - How can we incorporate more flexibility into the holiday schedule—Article 702
  - What can be done to support and encourage good attendance by employees—2007 Memorandum of Understanding
  - When employees have maxed out their sick leave accumulations, how can the unused sick leave be used productively—Article 403
  - How can we have the first team in the district on a regular basis—Various Articles
  
- Economic Issue #2:
  - How can we revise the overtime call-in procedures to ensure members are willing and available to work overtime when needed—Article 2600
  - How can we consistently apply overtime under Article 2600—Articles 1701.01 and 2600
  - What is a reasonable number of hours for employees to work in order to obtain District insurance—Article 1202.01
  - How can we fairly distribute health insurance costs—Article 1200
  - Salary—Shift incentive, base salary, head custodian incentive longevity and steps for cashiers—Article 1700
  - How can we consistently address the rate of pay concerns of the staff—Article 1700
  - How do we utilize the tuition reimbursement fund to benefit staff—Article 2500

5. Employer's Position as to the Unresolved Issues

The Employer's positions as to the following unresolved issues listed above are demonstrated by its proposals attached and the rationale presented below in Section 6 of this Statement. Although the Employer reserves the right to make further arguments and/or present additional information in support of each of its positions through documentation and the testimony of witnesses at the Fact-finding hearing, the Employer shall summarize its position as to each unresolved issue below.

Additionally, at the conclusion of bargaining and prior to impasse, the parties exchanged a series of Settlement Package Proposals in an attempt to resolve the matter. Although no agreement was reached or further tentative agreements signed, during the exchange of package proposals during the IBB process and prior to impasse, the parties reached consensus on non-economic issues 4, 5, 7, & 8; however, no tentative agreements were signed off on regarding those issues. Accordingly, the Employer's positions set forth in the attached proposals and summarized below represent the Employer's recollection of the terms that the parties upon which reached consensus. To the extent that the parties are in agreement as to some or all of the open non-economic issues or if there is confusion on which issues do, in fact, remain open, it may be beneficial to discuss the matter at the start of the hearing with all parties.

6. Summary of Position as to Each Unresolved Issue

Although the Employer has attempted to fully summarize its position as to each open issue below, in the event a position is not summarized, the Employer's position is outlined in the proposals attached.

**Non-Economic Issue #4**

The Employer proposes multiple changes to various sections of the Agreement in order to facilitate the streamlining of the payroll process. It is the Employer's position that the parties' had a meeting of the minds in regards to the proposed language but failed to execute a tentative agreement prior to the end of negotiations. Each proposed change of the Employer will be addressed below by specific Article and/or section number.

ARTICLE 1700; Section 1709—Longevity:

*Proposal:* The Employer proposes deleting current contract language regarding the effective dates of longevity benefits, as all of the dates have already passed. The Employer also proposes deleting language which provided for the payment of longevity bonuses in a separate check from the employee's regular payroll check and modifying the language by stating that the longevity bonuses will be paid in the employee's regular check during the first pay period in December.

*Rationale:* The Board believes that this language will elevate concerns raised by bargaining unit members regarding the payment of longevity bonuses. The Employer also believes that this language will help streamline to payroll process for the Treasurer's office as well.

ARTICLE 2300; Section 2301—Pay Periods and Distribution of Paychecks:

*Proposal:* The Employer proposes adding language to this section regarding the inclusion of longevity bonuses in the first paycheck in December for eligible bargaining unit members. The Employer proposes adding additional language providing for mandatory direct deposit, and setting forth the procedures for notifying the Treasurer's office of the correct bank account into which paychecks should be deposited and the receipt of employee paystubs. The Employer proposes to leave as is the current contract language in Section 2302.

*Rationale:* The Employer believes that this language meets the parties' mutually agreed upon goal of streamlining the payroll process.

## **Non-Economic Issue #5**

### ARTICLE 2600—Hours of Work and Overtime; Section 2601:

*Proposal:* The Employer proposes the modification of Section 2601 by adding a second paragraph providing a process by which building principals will work with the Buildings and Grounds Director/Superintendent and/or the Head Custodian to develop a flex schedule in order to meet custodial and maintenance needs when buildings are used outside of normal hours, such as on weekends.

*Rationale:* It is the Employer's position that the parties' had a meeting of the minds in regards to the proposed language but failed to executive a tentative agreement prior to the end of negotiations. The employer proposes no other changes to Article 2600.

## **Non-Economic Issue #7**

### ARTICLE 1000—Transportation; Section 1001.01:

*Proposal:* The Employer proposes deleting language in divisions A and B of Section 1001.01, which reference how holidays will be treated during the normal work year for "Double Route" and "Single Route" bus drivers. The Employer also proposes replacing with deleted language in divisions A and B of this Section with references to Section 702.01 of the Agreement, which sets forth the holiday schedule for nine and ten month employees, such as bus drivers.

*Rationale:* The Employer believes that this language provides clarity regarding the work year and normal work schedule for bus drivers.

### Section 1702—Secretaries:

*Proposal:* The Employer proposes modifying Section 1702.01 by making the current language division A of the Section, and having that division reference the High School Principal's Secretary, as opposed to all High School Secretaries. Further, the Employer proposes deleting the language in the division which specifies the vacation days, holidays and total work hours for High School Secretaries and replacing that language with references to Sections 701.01 and 702.02 of the Agreement, which prescribe vacation and holiday leave for certain bargaining unit members, including the High School Principal's Secretary. The Employer also proposes language which would "grandfather" the current High School Principal's Secretary, allowing him or her to retain their current work year, vacation days and holidays, to the extent the language proposed would change it.

The Employer also proposes adding divisions B and C to Section 1702.01. Division B provides the normal work year and work day for the High School Assistant Principal's Secretary/Attendance Secretary. Division C provides the normal work year and work day for the High School Guidance Secretary. Both divisions reference Section 702.01 of the Agreement, which provides the paid holiday schedule for these employees.

*Rationale:* The Employer believes that the proposed language provides clarity in regards to the work year, work day, vacation on holiday scheduled of these bargaining unit members.

Section 1708—Cafeteria Workers:

*Proposal:* The Employer proposes deleting the language “days plus six holidays” in Section 1708.01, and replacing it with language referencing Section 702.01 of the Agreement, which prescribes the paid holiday schedule for full-time cafeteria workers. The Employer also proposes adding language to Section 1708.01 setting forth the expectations for full-time cafeteria workers on days in which a “Prime Time delay” occurs. The Employer proposes deleting the language “plus six holidays” from Section 1708.02, and replacing with language referencing Section 702.01 of the Agreement, which sets forth paid holidays for part-time cafeteria workers.

*Rationale:* The Employer believes that these modifications provided clarity in regards to the work year for these bargaining unit members.

Section 1703—Teacher Aides:

*Proposal:* The Employer proposes deleting the language “plus six (6) holidays” in Section 1703.01, and replacing it with a reference to Section 702.01 of the Agreement, which establishes paid holidays for Teacher Aides. The Employer also proposes adding language to Section 1703.01 regarding work expectations for Teacher’s Aides in the event a student attendance day, which is a regular work day for Teacher Aides, is converted into a professional development day, and language setting forth work expectations for Teacher Aides on days in which a “Prime Time delay” of early dismissal occurs.

*Rationale:* Not only does the Employer believe that this language provides clarity in regard to the normal work year for Teacher Aides; the Employer believes that all of the forgoing language meets the mutually agreed upon goal of providing clarity in regards to the work year, work day and schedule for all bargaining unit members. It is the Employer’s position that the parties reached a consensus on the proposed language in Sections 1001.01, 1702, 1708 and 1703, but failed to execute tentative agreements prior to the close of negotiations.

**Non-Economic Issue #8**

Section 1002—Extra Trips:

*Proposal:* The Employer proposes modifying Section 1002.01 by deleting much of the current language detailing how bus drivers will be notified of and awarded extra trip assignments. In its place the Employer proposes language that provides for a procedure for the awarding and notification of extra trip assignments that should be followed

whenever possible. When the process specified is not practical or possible, the language provides an alternative means of notification and awarding of extra trip assignments. The proposed language also sets forth the procedure to be followed by transportation supervisor or his/her designee when no driver volunteers for the extra trip assignment.

The proposed language also provides continuity in regards to the terminology used in regards to the “extra trip list” and “bus driver trip meetings” throughout Section 1002. Finally, the Employer proposes the deletion of language in Section 1002.04 that penalizes bus drivers who refuse five or more extra runs in a given year and expands the provision of cancellation pay to all trips, as opposed to just those which occur outside of regular work hours.

*Rationale:* It is the Employer’s position that the proposed language will meet the parties’ mutually agreed upon goal of ensuring the fair and equitable rotation of extra trip assignments. The Employer believes that the parties had a meeting of the minds in regards to the proposed language, but failed to execute a tentative agreement prior to the conclusion of negotiations.

## **Economic Issues #1 and #2**

In order to simplify discussion of the issues, both for the Fact-finder and for the parties’ at the hearing, both economic issues will be addressed together.

### ARTICLE 403—Sick Leave:

*Proposal:* The Employer no changes to current contract language regarding sick leave. Specifically, the Employer will continue to allow bargaining unit members the usage of a maximum of thirty (30) days from the sick leave bank under Section 403.07 and the maximum accumulation of two hundred thirty-five (235) days of sick leave under Section 403.01. Furthermore, the Employer opposes any Sick Leave Incentive, as this would amount to an additional cost to the Employer which the Board’s financial forecast does not support.

*Rationale:* Should the Union propose such an incentive, it is the Board’s position that those funds should be allocated from other compensation received by bargaining unit members, such as a reduction in the tuition fund or an increase in the employee’s health insurance premium contribution to maintain the overall cost-neutrality of the Agreement.

### ARTICLE 1200—Insurance:

*Proposal:* The Employer proposes maintaining nearly all of the current contract language in Article 1200. The modifications the Employer proposes are for the purposes of providing additional clarity in regards to the terms of this Article and updating the dates and premium costs related to the District’s medical insurance coverage. Specifically, the language proposed in Section 1202.02 retains the current premium split, with the employer continuing to pay eighty-five percent (85%) of the total plan premium and the

employee paying the remaining fifteen percent (15%). The modified language changes the effective date from July 1, 2007 to July 1, 2010 and attempts to provide clarity in regards to the current seven percent (7%) cap on the Employer's contribution. Since the plan rate for 2010 is known, the 7% cap would only apply should the total premium amount increase by more than 7% in 2011. In addition, because the Employer proposes a two-year contract, the modified language deletes any reference to a third year of coverage.

*Rationale:* Since the adoption of the current plan, the Employer has changed insurance carriers which has resulted in a reduction in premium, and is reflected in the reduced total premium amounts and corresponding tables. More importantly, this reduction in premiums has effectively increased the amount of take home pay for every member of the bargaining unit since the current contract was adopted.

The Employer proposes the modification Section 1202.03 by deleting the reference to "bargaining unit members" and replacing it with "employees" in order to expand the employees to which the Section applies to include all married couples, not just those in which both spouses are members of the bargaining unit. The Employer proposes no other changes to Article 1200 and believes that this proposed language supports the Employer's goal of developing a revenue-neutral Agreement based of the ominous economic forecast the District is facing.

#### ARTICLE 1700—Non-Certificated Employee Salary Schedule:

*Proposal:* The Employer proposes a 0% wage increase in the first year of the contract and a 0.5% wage increase in the second year of the two-year life of the parties' collective bargaining agreement.

*Rationale:* Not only are the wages currently paid to bargaining unit members compare favorably to external comparables, but the Employer's proposed wage freeze in year one and 0.5% increase in year two are consistent with the bargaining trends of teaching and non-teaching employees alike in districts throughout Central Ohio and the rest of the state. Marion County has been particularly hard hit during the current economic downturn. The Employer has not proposed step freezes during the life of the Agreement and has changed insurance carriers in order to reduce the out of pocket expense to bargaining unit members for insurance coverage, which has resulted in an increase in take home pay for all bargaining unit members. All of this while the District's administrators have voluntarily agreed to a wage freeze. In light of the current economic factors facing the District, County, State and Country, the Union's wage proposal is not appropriate.

As will be demonstrated during the hearing, the Employer's wage proposal is consistent with the times and economic conditions. For example, based upon the current projections with respect to the cash flow and current rate levels, operating income will steadily decrease in amounts and will begin operating at a deficit level as soon as 2011. The District's end of year balances are also projected to decrease steadily and will fall into the negative in 2014. In addition, at a time in which the District's local tax revenue is

falling and eight of the District's ten previous levy issues have failed to pass, including this Tuesday's defeat, State revenue has plateaued. More information regarding the District's budget and five-year fiscal forecast will be presented at the hearing.

*Proposal:* The Employer proposes no other changes to current contract language in regards to Sections 1702.04, 1703.02, 1705.02, 1706.02, 1708.03 and 1707.03.

*Rationale:* While the Union has proposed the addition of a step schedule for Cashiers under Section 1708.03, it is the Employer's position that the current contract language provides fair compensation for that classification. In addition, current financial projections do not support the addition of step increases for this classification, particularly when River Valley is the only District in Marion or Delaware Counties with this specific classification. Furthermore, the Employer proposes to maintain all current step increases for all other bargaining unit employees with no step freezes over the course of a two-year agreement.

Section 1701—Salary By Classification:

*Proposal:* The Employer proposes to change the current language in Section 1701 of the Agreement. Specifically, the Employer proposes that, when bargaining unit members substitute in a classification outside of their assigned (regular) classification, they receive the rate of compensation for the classification in which they are working, at the step increment they have attained in their assigned classification. The Employer also proposes the addition of a second paragraph to section 1701, which provides that Section 1701 does not apply to the non-bargaining unit positions of substitute Custodian and seasonal mowing and snow removal positions, even when bargaining unit members are hired into those positions.

*Rationale:* The current contract language provides that when bargaining unit members substitute in a classification outside of their normal classification, they receive their normal rate of pay unless the rate of pay in the classification in which they are substituting is higher than their regular rate of pay. The practical result of this provision is that bargaining unit employees who make more in their assigned classifications are not selected for additional employment opportunities in substitute classifications. For instance, a bus driver currently at step 10 of the pay schedule makes \$19.61 per hour, while a Cashier makes \$9.05. If a bus driver were to apply for a substitute Cashier position under the current contract language, the District would have to pay the bus driver \$19.61 per hour to work a \$9.05 position. Accordingly, the District, in exercising sound fiscal responsibility, would not hire a bus driver to fill a substitute cashier position. The proposed language would place the bus driver in a position to take on that additional substitute assignment and realize additional income than the current language allows.

In regard to the proposed second paragraph, the parties signed a Memorandum of Understanding (MOU) in August of 2007, which was a non-contractual agreement of items agreed on during interest based bargaining for the current contract. As an expressly non-contractual agreement, the terms of the MOU do not carry forward into a successor

agreement; however, Article 6 of the MOU provides a waiver of the current terms of Section 1701 which allows bargaining unit employees to serve in substitute Custodian, seasonal mower and snow removal positions without being paid at the rate of compensation for their regular classifications. This provision, has the same effect as the language in paragraph A as proposed by the Employer. It provides bargaining unit employees with the opportunity to pick up additional work with the District by allowing the Board of Education to pay those employees at the reasonable rate for the work they are doing, as opposed to the contract rate for their regular assigned classification.

ARTICLE 2500—Tuition:

*Proposal:* The Employer proposes no changes to current contract language regarding tuition. The Employer will continue to provide up to \$5,000 in total tuition reimbursement each year for bargaining unit members who enroll in any accredited institute of higher learning or accreditation program.

*Rationale:* The Employer values the continuing education of all of its employees. To that end, the Employer has provided for yearly tuition reimbursement for any bargaining unit employee who enrolls in a qualifying educational or training program. The amount currently provided has been sufficient to cover all past reimbursement requests by bargaining unit members; therefore the Employer sees no reason to modify its contribution to the tuition fund unless the Union proposes reducing the amount available for tuition reimbursement in order to reallocate those funds to somewhere else in the contract.

ARTICLE 2800—Duration and Execution:

*Proposal:* The Employer proposes a two (2) year agreement that becomes effective upon signing and lasts for a period two (2) years thereafter. The current collective bargaining agreement expired on June 30, 2010 and the parties agreed during negotiations to continue to follow the terms and conditions of the expired agreement until the parties exhausted the contractual dispute resolution procedures. The Employer's proposal modifies existing contract language by reducing the life of the agreement from three (3) years to two (2) years. The Employer's proposal also modifies existing contract language by proposing an effective date that coincides with the adoption of the Agreement.

*Rationale:* Based on the District's current financial projections, the failure of yet another levy issue and the expiration of a substantial amount of one-time Federal funding, the District is not in a position to certify more than a two-year agreement. The Employer is also concerned that, should the Agreement be adopted and applied retroactively, the Board may be subjected to Union grievances, among other adversarial acts, for actions taken during the period in time between the expiration of the current agreement and the adoption of its successor.

CONCLUSION

In conclusion, as noted above, the Employer shall provide additional support and documentation for each of its positions by way of testimony and additional documents presented during the fact-finding hearing. Should the Factfinder have any further requests for documentation, the Board shall make all reasonable efforts to provide the Factfinder the information in a timely manner.

Respectfully submitted,



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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing, **RIVER VALLEY LOCAL SCHOOL DISTRICT, EMPLOYER, FACT-FINDING STATEMENT AND LIST OF OPEN ISSUES** was duly served upon Factfinder Floyd Weatherspoon, Capital University Law School, 303 E. Broad Street, Columbus, Ohio 43215 and Linda Lindsey, Labor Relations Consultant, Ohio Education Association, 5026 Pine Creek Drive, Westerville, OH 43081 on the 3<sup>rd</sup> day of November, 2010 via Federal Express Overnight Delivery and via email to [fweatherspoon@law.Capital.edu](mailto:fweatherspoon@law.Capital.edu) and [lindseyl@ohea.org](mailto:lindseyl@ohea.org).



Edmund F. Brown

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

NON-ECOMONIC ISSUE #4

(Effective: Date of Adoption)

1709 Longevity Bargaining unit members who become eligible for longevity pay during their contract year shall begin receiving the increase in the first full pay period following their eligibility. The longevity benefit is \$125 after 10 years of service, \$300 after 15 years of service and \$500 after 20 years of service. Longevity bonuses will be paid in the regular payroll check during the first pay period in December each year.

**ARTICLE 2300 PAYROLL PROCEDURES**

2301 Pay Periods and Distribution of Paychecks All employees covered by this Agreement shall receive their compensation in 26 bi-weekly pay periods. When a payday occurs on a holiday or a day school is not in session during the school year, the payroll will be issued on the preceding workday or day school is in session. For those employees receiving longevity, the longevity shall be included in the first paycheck in December. All paychecks shall be directly deposited into the bank account provided to the treasurer's office by the employee. If the employee changes bank accounts, s/he must immediately notify the treasurer's office to avoid misdirection of the employee's paycheck. All pay stubs will be delivered electronically to the email account provided by the employee. If the employee does not choose to have the pay stub delivered electronically, the employee must notify the treasurer's office as to whether s/he plans to pick up the pay stub at the central office or have the pay stub delivered to the school building. During summer months the paychecks may be mailed to the employee if the employee provides self-addressed stamped envelopes for each pay stub to be mailed, or picked up at the Board's office at the option of the employee.

2302 Deductions The Board agrees to deduct, according to procedures established by the Treasurer, voluntary deductions requested by the employee for credit union, annuities, cancer aid and/or United Way.

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

NON-ECOMONIC ISSUE #5

(Effective: Date of Adoption)

**ARTICLE 2600**

**HOURS OF WORK AND OVERTIME**

2601 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Unless otherwise provided for in this Agreement, the Board may restructure the normal workday or workweek as necessary to promote efficiency, improve services or establish employee work schedules. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and shall not be construed as a guarantee of hours of work per day or per week.

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

2602 Bargaining unit employees who are not exempt from the provisions of the FLSA will be paid one-and-one half (1 ½) times their normal hourly rate for all hours actually worked in excess of forty (40) hours in a weekly work period. The work week used to calculate overtime begins at 12:00 AM Sunday and ends at 11:59 PM Saturday. Overtime must be approved by the employee's immediate supervisor prior to the employee actually working.

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

2603 Bargaining unit employees who are regularly scheduled to work eight (8) consecutive hours per day may take one paid fifteen (15) minute break during the middle of each four (4) hour half day and have one thirty (30) minute paid meal period.

2604 To meet the need for service to our students and community, evening and weekend hours may be required of any bargaining unit employee. The Board will establish the standard work day and starting and ending times. Supervisors will establish daily work schedules.

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

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

NON-ECOMONIC ISSUE #7

(Effective: Date of Adoption)

**ARTICLE 1000                      TRANSPORTATION**

1001                      Bus Routes and Bidding Procedures

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

- A.     Double Route The normal work year for school bus drivers of “double routes” shall be the number of school days the route is to be run based on the district calendar of the days students are in attendance. For paid holiday information, see section 702.01. The approximate hours for each day shall be five (5) hours.
  
- B.     Single Route The normal work year for “single route” school bus drivers shall be the number of school days the route is to be run based on the district calendar of the days students are in attendance. For paid holiday information, see section 702.01. The approximate hours for each day shall be two and one half (2.5) hours.

1702                      Secretaries

1702.01

- A.     High School Principal’s Secretary     The normal work year for high school principal’s secretary shall be calculated to be 220 work days. For vacation information, see section 701.01. For paid holiday information, see section 702.02. The high school principal’s secretary currently employed for the 2009-2010 school year is grandfathered under the current Agreement.
  
- B.     High School Assistant Principal’s Secretary/Attendance     The normal work year for the high school assistant principal’s secretary/attendance secretary is 184 days. The workday shall be seven and one half (7.5) hours per day. For paid holiday information, see section 702.01.
  
- C.     High School Guidance Secretary     The normal work year for the high school guidance secretary is 201 workdays. The workday shall be eight (8) hours per day. For paid holiday information, see section 702.01.

1703            Teacher Aides

1703.01        Teacher Aides            The normal work year for teacher aides shall equal the number of days student are in attendance. In the event a student attendance day is converted into a professional development day, teacher aides will still work their normal seven (7) hour schedule. During Prime Time delays and early dismissals, teacher aides will work their full seven (7) hour schedule. Full-time teacher aides shall be paid seven (7) hours per day. For paid holiday information, see section 702.01.

1708            Cafeteria Workers

1708.01        Work Year for Full-Time Cafeteria Workers The normal work year for full-time cafeteria workers shall be equal to the number of days students are in attendance and two (2) preparation days and one-half day clean up. The workday shall be seven (7) hours per day. During Prime Time delays, full-time cafeteria workers will work their full seven (7) hour schedule. For paid holiday information, see section 702.01.

1708.02        Part-time Cafeteria Workers            The normal work year for part-time school cafeteria workers shall be equal to the number of days students are in attendance. The workday shall be four (4) hours per day. For paid holiday information, see section 702.01.

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

NON-ECONOMIC ISSUE #8

(Effective: Date of Adoption)

1002 Extra Trips

1002.01 Assignments When possible, extra trips shall be distributed at a bus driver trip meeting held five (5) days in advance of the trip assignment, and shall be awarded on a seniority rotation basis from the extra trip list of drivers who wish to participate. Bus driver trip meetings shall be scheduled by the transportation supervisor, or his/her designee, via the District's radio communications. Drivers shall be notified of all other extra trips via the District's radio communications, and shall also be awarded on a seniority basis from the extra trip list of drivers who wish to participate.

The transportation supervisor or designee will notify drivers of the trip awards via the District's radio communications. Once awarded, drivers must notify the transportation supervisor or designee of the acceptance of the trip. If no driver volunteers for a trip from the extra trips list, the transportation supervisor or designee will submit those trips not taken to a list of substitute bus drivers. If no driver volunteers for a trip from the substitute bus driver list, the transportation supervisor or designee may assign the trip to the least senior driver.

1002.02 Start Time Extra trip pay shall start fifteen (15) minutes before the scheduled departure time.

1002.03 Acceptance of Extra Trip Assignment Should a driver be assigned a trip by the transportation supervisor, or his/her designee, the driver shall not be passed over for consideration from their next trip opportunity on the extra trip list.

1002.04 Waiver of Extra Trips If a driver does not desire extra trips, s/he shall have the option of withdrawing his/her name from the rotation list. Employees who remove their name from the extra trip rotation list may, upon request to the transportation supervisor or his/her designee, have their name returned to the extra trip list in the proper seniority sequence.

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

If the driver reports on time to the point of departure for the extra trip and the trip is cancelled without prior notice, the driver shall receive a minimum of two hours extra trip pay. If a trip is cancelled, the driver's name will be returned to the top of the rotation list.

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

1002.05      Trips Which Would Result in Overtime      When any extracurricular or special activity time will definitely cause the driver(s) to work in excess of forty (40) hours, the Administration shall go to the highest employee on the list who will not go into overtime hours due to working the extracurricular activity. The Board agrees not to use a substitute when this provision is activated unless all drivers who would not be in an overtime situation have refused the trip.

1002.06      Rescheduled Trips      If a trip is canceled and rescheduled, the driver will have the option of taking the trip on its rescheduled day, or if not taken, the trip goes back into the trip rotation. If a trip is canceled and not rescheduled, the driver goes to top of the extra trip list, with first (1<sup>st</sup>) choice at the next bus driver trip meeting. Then the normal rotation from the extra trip list shall resume.

1002.07      Remedy Provision      If an extra trip driver is missed or skipped in the extra trip rotation that employee will receive the next extra trip.

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

ECONOMIC ISSUES #1 and #2

(Effective: Date of Adoption)

**ARTICLE 1200**

**INSURANCE**

1201.01     Amount of Life Insurance     The Board shall purchase from a carrier licensed by the State of Ohio, group life insurance for each bargaining unit member in the amount of \$35,000 for secretaries, custodians, food service personnel and for those bargaining unit members other than bus drivers who regularly work either seven (7) or eight (8) hours a day, and bus drivers who regularly drive a double route. For bargaining unit members regularly performing their duties and taking less time than the above-stated, the District will provide \$25,000 life insurance for those employed as of July 1, 1991, and \$20,000 life insurance for those employed after July 1, 1991.

1201.02     Premiums For Life Insurance     The full cost of this program and any increase thereof, shall be paid by the Board.

1201.03     Conversion Upon Retirement     Members of the bargaining unit shall have the option, upon retirement, of continuing to carry the whole life insurance with premiums paid by the bargaining unit member.

1202             Medical/Insurance Options

1202.01     Coverage Provided/Eligibility     The Board shall purchase from a carrier licensed by the State of Ohio basic hospital/surgical coverage for each bargaining unit member and his/her family which meets or exceeds the specifications listed below. Benefits will be paid according to this Agreement to secretaries, custodians and food service personnel and for those bargaining unit members other than bus drivers who regularly work either seven (7) or eight (8) hours a day, and bus drivers who regularly drive a double route. For other bargaining unit members regularly performing their duties and taking less time than the above stated, the District will pay that share of the negotiated benefits proportionate to the amount of time for which the employee has been contracted proportional to an eight (8) hour day. That is, an employee contracted for a four (4) hour day shall receive 50% of the amount the District would pay for a full-time employee. Bargaining unit members hired prior to the 1987-1988 school year are grandfathered with the coverage they had in their classification under previous arrangements. A bargaining unit member who changes from full time to a part time position due to reduction in force action will continue full time benefit even if a change of classification takes place. A full time bargaining unit member, who changes from a full time position to a part time position by choice, will receive benefits proportionate to the amount of time worked in an eight (8) hour day.

1202.02 Premiums For Coverage Effective July 1, 2010 the Board shall pay eighty-five percent (85% of the premium of such insurance for any policy with a total premium of \$1,555.30, and the employee shall pay fifteen percent (15%) of the premium. Effective July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium for any policy with a total premium of \$1,664.17(which includes a 7% cap) and the employee shall pay fifteen (15%) plus any amount above the stated maximum. (See chart below for examples)

Effective July 1, 2010 through June 30, 2011

Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$633.84	\$538.76	95.08
Employee + 1	\$923.06	\$784.60	\$138.46
Family	\$1,555.30	\$1,322.00	\$233.30

Effective July 1, 2011 to June 30, 2012

Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$678.21	\$576.48	\$101.73
Employee + 1	\$987.67	\$839.52	\$148.15
Family	\$1,664.16	\$1,414.54	\$249.62

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

1202.03 With the exception of any married employees on the payroll as of 7/1/01, couples with both spouses working for the Board may select the appropriate family plan. The other spouse will not be eligible for the insurance incentive.

1203 Major Medical Benefits See Appendix B for the current plan that is in effect for Hospital and Surgical Benefits. The current health care plan coverage and benefits are subject to change through the actions of the District Insurance Committee.

1204 Provider Selection A bargaining unit member may elect from available, offered health maintenance organizations (HMO) in lieu of the traditional insurance plan. The bargaining unit member will be charged by payroll deduction the difference between the premium rates.

1205 Dental Insurance The Board shall provide dental insurance by contributing the following amounts to dental coverage:

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

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

1206 Conversion Of Health And Life Insurance A bargaining unit member on an unpaid leave of absence or layoff may continue to be covered under the above health and life insurance programs by reimbursing the Board for premium cost and according to rules set forth in Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Failure of an individual to forward premium payments to the Board at the stipulated time will terminate this option.

1207 Insurance Cost Incentive – Waiver

1207.01 Waiver Of All Insurance Benefits Any bargaining unit member who is currently insured under the Board's insurance plan and can validate that he/she is covered under a non-bargaining unit member's spouse's insurance plan may elect to refuse membership in the Board's hospital/surgical/major medical/dental insurance plans and receive a one thousand dollar (\$1,000.00) cash incentive. A bargaining unit member employed by the Board on a fifty percent (50%) contract or less will be eligible to receive a five hundred dollar (\$500.00) cash incentive.

1207.02 Waiver Of Medical Plan Any bargaining unit member who is currently insured under the Board's insurance plan and can validate that he/she is covered under a non-bargaining unit member's spouse's insurance plan may elect to refuse membership in the Board's insurance plan, and receive a five hundred dollar (\$500.00) cash incentive. A bargaining unit member employed by the Board on a fifty percent (50%) contract or less will be eligible to receive a two hundred and fifty dollar (\$250.00) cash incentive.

1207.03 Reinstatement A bargaining unit member who applies for this option must know that it is for the full insurance year and the bargaining unit member cannot be reinstated into the insurance plan until the next open enrollment period. An exception to the above would be if there is a death of the spouse, divorce with no insurance support payments, or loss of insurance by spouse. If under the above exceptions the bargaining unit member wishes to reapply for the Board's insurance package, he/she must reimburse on a prorated basis the Board the monies that were paid to him/her as the cash incentive for electing not to take the insurance package.

1207.04 No numbered section.

1208 Reserved

1209 Optical Insurance The Board will provide a basic optical insurance plan whereby it will pay a maximum of one dollar and fifty cents (\$1.50) per month towards the monthly premium per bargaining unit member for single coverage and three dollars (\$3.00) per month towards the monthly premium per bargaining unit members for family coverage. The effective date of this

payment is September 1, 1991.

1210 Insurance Committee The Board and the Association agree to establish an insurance committee to review all aspects of the current health insurance coverage. The committee will be comprised of: three (3) representative of the RVEA (to be appointed by the RVEA), the Treasurer, Superintendent, and the President of the Board of Education or his/her delegate. In addition, both the Board and the Association understand the committee make up may be expanded to include three (3) representatives of the RVTA.

Goals of the committee shall be:

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

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

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

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

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

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

1211 Modifications In Insurance Coverage The parties agree that modifications in coverage may occur as a result of changes/modifications instituted by the insurance carriers. The insurance committee shall be consulted by the Employer prior to implementing the changes.

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

Minor changes in coverage if required by the carrier may be made but significant changes will be

subject to scrutiny of an arbitrator to interpret their significance. An ongoing insurance committee representing both Employer and Union must be consulted before changes are made.

1212 125 Plan The Board agrees to implement a 125 Plan if no cost (i.e. Administrative costs) are attached, e.g. fees required by IRS. Administrative costs through insurance carrier are not considered as cost items for implementation.

RIVER VALLEY LOCAL BOARD OF EDUCATION

FACT-FINDING PROPOSAL

ECONOMIC ISSUES #1 and #2

(Effective: Date of Adoption)

**ARTICLE 1700 NON-CERTIFICATED EMPLOYEE SALARY SCHEDULE**

1701.01 Salary By Classification

- A. Bargaining unit members covered by this Agreement shall be compensated at the rates set forth for their classification as established in this Article. Any regular bargaining unit member substituting in a classification other than their assigned classification will be paid at the rate of compensation for classification in which s/he is substituting at the step at which s/he has attained in his or her assigned classification.
  
- B. Division A of this Section shall not apply to the non-bargaining unit positions of substitute Custodian and seas mowing and snow removal. Unless prohibited by the Fair Labor Standards Act or other federal or state law, bargaining unit members may be hired in the substitute Custodial or seasonal mowing and snow removal positions at the salary and under the conditions established by the Board of Education. Hours worked by bargaining unit members in those non-bargaining unit positions do not entitle the employee to additional benefits.

1702.04 Secretaries per hour

EXPERIENCE	2010	2011
0	12.79	13.43
1	13.16	13.82
2	13.53	14.21
3	13.91	14.61
4	14.30	15.02
5	14.69	15.42
6	15.09	15.84
7	15.30	16.07
8	15.85	16.64
9	16.27	17.08
10	16.70	17.54

1703.02 Teacher Aides - per hour

EXPERIENCE	2010	2011
0	10.55	11.08
1	10.93	11.48
2	11.3	11.87
3	11.66	12.24
4	12.02	12.62
5	12.41	13.03
6	12.79	13.43
7	13.16	13.82
8	13.57	14.25
9	13.95	14.65
10	14.37	15.09

1705.02 Single Route and Double Route Rate – per hour

EXPERIENCE	2010	2011
0	15.45	16.22
1	15.87	16.66
2	16.23	17.04
3	16.65	17.48
4	17.03	17.88
5	17.46	18.33
6	17.83	18.72
7	18.27	19.18
8	18.76	19.70
9	19.15	20.11
10	19.61	20.59

1706.02 Full-Time Bus Mechanics – per hour

EXPERIENCE	2010	2011
0	20.96	22.01
1	21.31	22.38
2	21.74	22.83
3	22.11	23.22
4	22.47	23.59
5	22.85	23.99
6	23.26	24.42
7	23.68	24.86
8	24.05	25.25

9	24.48	25.70
10	24.91	26.16

1707.03      Custodians – per hour

EXPERIENCE	2010	2011
0	13.24	13.90
1	13.55	14.23
2	13.82	14.51
3	14.19	14.90
4	14.51	15.24
5	14.84	15.58
6	15.23	15.99
7	15.6	16.38
8	15.93	16.73
9	16.29	17.10
10	16.7	17.54

1708.03      Cook – per hour

EXPERIENCE	2010	2011
0	10.55	15.83
1	10.93	16.40
2	11.3	16.95
3	11.66	17.49
4	12.02	18.03
5	12.41	18.62
6	12.75	19.13
7	13.16	19.74
8	13.57	20.36
9	13.95	20.93
10	14.37	21.56

Cashier:

2010	2011
9.05	9.50