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**AGREEMENT**

**BETWEEN THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
CHAPTER 381**

**AND THE**

**ROCKY RIVER BOARD OF EDUCATION**

**July 1, 2017 – June 30, 2019**

JOAN ZEAGER, PRESIDENT

OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES

CHAPTER 381

MICHAEL G. SHOAF Ed.D.

SUPERINTENDENT OF SCHOOLS

**ROCKY RIVER BOARD OF EDUCATION**

**NEGOTIATING TEAM**

Michael G. Shoaf, Superintendent

Elizabeth Anderson, Assistant Superintendent

Samuel Gifford, Executive Director of Human Resources and Support Services

Greg Markus, Treasurer

Dan McIntyre, Legal Counsel

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES CHAPTER 381**

**NEGOTIATING TEAM**

Joan Zeager, Bus Driver

Frank Avalos, Maintenance

Rose Rowe, Secretary

Robert Hazeldine, Maintenance

Matthew Lark, O.A.P.S.E. Field Representative

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**ARTICLE 1**  
**PREAMBLE**

This Agreement shall be effective during the dates hereinafter set forth, by and between the Board of Education of the Rocky River City School District (hereinafter referred to as the "Board"), and Chapter 381 of the Ohio Association of Public School Employees which has chosen to affiliate with AFSCME/AFL-CIO (hereinafter referred to as the "Association") by and on behalf of Employees, which shall be defined to include:

1. Bus Driver
2. Cleaner (formerly Custodial Worker I)
3. Cook
4. Computer Operator/Central Staff ESC
5. Custodial Worker (formerly Custodial Workers II and III)
6. Custodial Coordinator
7. Food Service Worker
8. Head Custodian – 1<sup>st</sup> Shift - Elementary, Middle School, High School, Board Office
9. Laborer
10. Head Custodian 2<sup>nd</sup> Shift – Middle School and High School (to be paid as Head Custodian Board Office)
11. Library/Media Center Assistant (to be paid as Secretary II)
12. Maintenance Repairman I, II, III
13. Maintenance Technician I, II
14. Mechanic, Head Mechanic
15. Receptionist
16. Secretary (The classifications of Secretary I, II, III, IV are eliminated effective immediately. The new classification is "Secretary" and will be paid on the III-B salary schedule. Current members employed as Secretary I, II and III-A will be moved to salary schedule III-B effective July 1, 2016 and will be placed on the lowest step of III-B without a diminution of hourly rate regardless of previous step placement. Seniority for these individuals remains unchanged. Any member in the Secretary IV classification will be grandfathered for the duration of employment.)
17. Transportation Aide
18. Van Driver

but excluding managers, seasonal, casual and substitute Employees.

\*Does not include Executive Secretaries to the Superintendent, Assistant Superintendent, Executive Directors, Treasurer, and Supervisors.

The term "Employee" does not include individuals who are conditionally employed (hereinafter referred to as "Individuals") by the Board pending completion of a criminal record background check by the Bureau of Criminal Identification and Investigation pursuant to Ohio Revised Code Section 3319.39, or any other similar applicable statute. No Individual released from conditional employment (nor the Association on the Individual's behalf) shall have the right to bring a grievance, request arbitration or bring any other statutory termination proceedings.

**ARTICLE 2**  
**DURATION**

This Agreement became effective on July 1, 2017 and shall continue in full force and effect through midnight, June 30, 2019. The parties agree that the terms of the agreement shall continue through June 30, 2019, provided that no petition should be filed in accordance with O.R.C, 4117.04 (c) during the period specified in that statute. Challenges to the Association status as exclusive bargaining representative shall be conducted in accordance with Ohio Revised Code Section 4117.05.

**ARTICLE 3**  
**RECOGNITION**

Section 1. The Board recognizes the Association as the exclusive negotiation agent for Employees, which shall be defined to include the same personnel as identified in Article 1.

Section 2. Employees shall have the right to join or refrain from joining Association or any other organization for the improvement of salaries, hours and conditions of employment; and membership in Association or any other such organization shall not be required as a condition of employment in the schools of this District. There shall be no discrimination based upon membership, or lack of membership in Association or any other organization.

Section 3. Nothing in this Article, or in any other Article of this Agreement, shall be a limitation on the right or duty of the Board to tender and enter into individual employment contracts with individual Employees at such time and on such basis as is required by law or Board policy for the orderly administration of the schools. This Agreement shall become a part of such individual contracts of employment.

**ARTICLE 4**  
**RIGHTS OF ASSOCIATION**

Section 1. The Board and the Superintendent acknowledge that Association may speak on behalf of, and will acknowledge it as the Association spokesman for, Employees at any public meeting of the Board at which the Board invites the views of the community and/or Employees, or on any other occasion when the Board invites or seeks to consult such views.

Section 2. Nothing in the above section shall be deemed to entitle the Association to speak directly to or deal directly with the Board and/or the Superintendent on those matters or occasions wherein the Board and/or the Superintendent have designated that such matters or occasions be transacted on their behalf by or through others.

Section 3. Employees shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board Policy, provided that negotiations shall be conducted only with the Association.

- Section 4. Also, an up-to-date copy of the Board of Education Policy Manual shall be available on the district website. When a Board policy is changed, the Board shall e-mail the changes to the O.A.P.S.E. President.
- Section 5. To be furnished by October 15 of each year, with a seniority list which shall contain a roster of all bargaining unit Employees, with the hiring date, present classification and placement on the salary schedule of the Employee indicated thereon. Upon any revision of the list, it shall be furnished to the O.A.P.S.E. President.
- Section 6. To receive a copy of the agenda and minutes of all Board meetings through e-mail as they are normally available to the public.
- Section 7. To receive an e-mail notice of all job postings for support staff positions.
- Section 8. To receive a copy or notification whenever a current position is eliminated, a new position is created, or when a current employee is permanently assigned to a different pre-existing classification level whether it is higher or lower than the employee's current classification.
- Section 9. Shall be permitted the use of reasonable space on a faculty bulletin board in each school and it shall be used only for the posting of official notice of, or results of, official business, activities and meetings of O.A.P.S.E. There shall be no posting of any matters disruptive to the harmony of the staff and conduct of the schools (i.e., matters critical of any person or organization).
- Section 10. Bargaining Unit employees may volunteer to supervise evening and/or Saturday school activities which occur beyond the regular working day. Non-Certified staff who accept the assignment by the Superintendent/designee shall be paid at their hourly rate. Where the supervisory duty includes an overnight stay, the employee will be compensated at his/her hourly rate for two activity sessions: one for the actual activity (up to three (3) hours compensation) and the other for the overnight chaperoning activity (up to three (3) hours compensation). The most an employee may collect in chaperone pay per day is six (6) hours. The payment shall be made through the standard payroll procedures and in compliance with all federal and state laws.

## **ARTICLE 5**

### **RIGHTS OF THE BOARD**

The duties and obligations of the Board to the Association and to Employees and the rights of Association and of such personnel shall be only those expressly set forth by law or by some express provision of this Agreement. Except as may be expressly limited by law or by some express provision of this Agreement, it is understood and agreed that the Board and those empowered to act for and under the Board retain the authority with regard to the operation, management, planning and direction of the school system, and of the schools and of personnel employed therein, including, but not limited to, finances, curriculum, staffing, standards, and employment. Nothing in this collective bargaining agreement shall preclude, prevent or otherwise interfere with the parties' respective rights under any legislation enacted during the term of this collective bargaining agreement for future collective bargaining negotiations.



**ARTICLE 6**  
**AGREEMENT**

When completed, a copy of this Agreement shall be distributed to all members of this bargaining unit at no cost to O.A.P.S.E.

**ARTICLE 7**  
**NO STRIKE CLAUSE**

During the duration of this Agreement neither the Association, its agents, or the Employees represented by the Association shall engage in, assist in, sanction or approve any strikes, slowdowns, withholding of services, so-called "study days" or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

**ARTICLE 8**  
**CONTRARY TO LAW**

If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

**ARTICLE 9**  
**WAIVER AND SCOPE**

This Agreement supersedes and cancels all previous Agreements between the Board and the Association, whether verbal or written or based on alleged past practices, and shall constitute the full and complete commitments between both parties.

The parties agree that all negotiable items have been discussed or were open for discussion during negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, except as set forth in Article 2 - Duration.

**ARTICLE 10**  
**JOB SECURITY**

The parties understand and agree that the Board may enter into work-study programs and other programs designed to further the technical education of students or undertake other educational programs which will call for the employment of student helpers involved in study programs. However, the employment of such persons under those programs shall not in any way be used to reduce the number of Employees covered by this Agreement, or reduce their hours. At the beginning of each year, those employees in maintenance and custodial areas, who wish, may submit a list of their skills and training to the administration. When jobs come up, before calling outside contractors, the administration will consider the above list. The topic of outside contractors will be an item at staff meetings.

**ARTICLE 11**  
**STANDARD WORKWEEK**

- Section 1. The standard workweek for all full-time (1.0 F.T.E.) Employees of the Rocky River City School District shall in no event be in excess of forty (40) hours. Employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week, except where overtime is scheduled as set forth in Section 2 of this Article.
- Section 2. All full-time Employees shall receive overtime compensation at the rate of time and one-half for hours they are requested and required to work, or any part thereof, in excess of the workweek as established in Section 1 of this Article. Paid Sick Leave Days, Paid Personal Leave Days, and Paid Holidays shall be counted as time worked when computing the basic forty (40) hour workweek.
- Section 3. Any Employee called back to work after completing his/her regular shift or adjusted shift, or who is scheduled to work on his/her day off, shall be paid time and one-half. A minimum of two (2) hours will be paid to any Employee in those circumstances.
- Section 4. In the event school is closed because of a public calamity or severe weather (hereinafter referred to as a "public calamity/severe weather day"), the Superintendent shall declare the hours during which the Board will recognize the public calamity/severe weather day. All Employees required to work during any hours of the declared public calamity/severe weather day shall be paid time and one-half in addition to their regular rate of pay. Employees who work any hours on the calendar day on which the public calamity/severe weather day falls that are outside of the declared public calamity/severe weather day shall not be entitled to any additional pay as a consequence of that Employee working such hours.

**ARTICLE 12**  
**CLASSIFICATION PAY**

The Board agrees that if any member of the bargaining unit is assigned to perform work in a higher classification for two (2) regularly scheduled workdays or more, that such Employee shall receive the rate of pay normally paid in the higher classification for the period of time in excess of the first two (2) regularly scheduled workdays in such higher classification. If the Employee is assigned to perform work in a higher classification for less than two (2) regularly scheduled workdays, that Employee shall be paid in accordance with the rate of pay for his or her regular classification. It is agreed that Employees shall not accumulate workdays during separate periods of assignment to work in a higher classification for purposes of receiving classification pay. At the conclusion of any such period, the Employee will lose all workdays credited hereunder.

**ARTICLE 13**  
**POSITION PREFERENCE & NOTIFICATION**

Section 1.

- A. Notifications/Vacancies - Employment advertisements for new positions and vacancies shall be posted in each school, the Service Building, the Facilities Operations office, the Board of Education office and on the District website during the school year and in the Service Building, the Facilities Operations office, and the Board of Education office and on the District website during the summer months. Employees wishing to apply for any posted positions may apply to the Superintendent/designee.
- B. If any Employee is promoted, resigns, is terminated or transferred, and the Superintendent has determined to continue with the position, the position will be considered vacant. The creation of any new positions in the bargaining unit will also be offered as vacancies as appropriate to the Board of Education Staffing.
- C. Reclassification of current Employees shall be determined by the Superintendent and approved by the Board. Any Employee request to review his/her job classification shall submit, in writing, a statement for review by the Superintendent/Bargaining Unit Forum.

Section 2. The Superintendent/designee will grant interviews to Employees among the applicants who are in the same Job Sequence and to those other Employees who appear to the Superintendent/designee to be fully qualified for the position.

Section 3. Seniority as defined by this agreement shall apply to all bargaining unit members regardless of the step at which they are hired.

**ARTICLE 14**  
**WORK UNIFORMS**

Section 1. The Board shall furnish Employees in the following classifications with work uniforms:

Cleaner  
Cook  
Custodial Coordinator  
Custodial Worker  
Food Service Worker  
Head Custodian 1<sup>st</sup> Shift  
Head Custodian 2<sup>nd</sup> Shift  
Head Mechanic  
Maintenance Repairman I, II, III  
Maintenance Technician I, II  
Mechanic

All new Employees shall receive five (5) uniforms upon employment. Thereafter, upon request, Employees shall receive two (2) replacement uniforms on an annual basis. The Employee must return an equal number of old uniforms prior to receiving any replacement uniforms. Upon leaving the employment of the Board, the Employee must return all uniforms.

Section 2. The Board shall furnish bus drivers and van drivers with one summer weight and one winter weight jacket during their first year of employment. Upon request, bus drivers and van drivers shall receive replacement jackets every three (3) years thereafter. The Employee must return an equal number of old jackets prior to receiving any replacement jackets. Upon leaving the employment of the Board, the Employee must return all uniforms.

Section 3. The Board shall furnish Transportation Aides with one summer weight and one winter weight jacket during their first year of employment. Upon request, Transportation Aides shall receive replacement jackets every three (3) years thereafter. The Employee must return an equal number of old jackets prior to receiving any replacement jackets. Upon leaving the employment of the Board, the Employee must return all uniforms.

Section 4. The Employees listed in Sections 1, 2 and 3 of this Article shall wear the uniform/jacket during working hours. The uniforms shall not be worn at other times except to and from work. Personal attire shall be neat, clean, in good condition and properly worn.

Section 5. All maintenance workers, custodial workers and mechanics may turn in receipts in November for up to \$150 for reimbursement for uniform allowance.

Section 6. Cleaning service for mechanics uniforms will be provided.

## **ARTICLE 15**

### **BREAKS AND CLEAN UP TIME**

Section 1. One (1) fifteen (15) minute break shall be given for each one-half (1/2) day of work.

Section 2. Those Employees assigned personal clean up time will be limited to ten (10) minutes prior to the end of their workday.

**ARTICLE 16**  
**STAFF REDUCTION**

Procedures for Reduction-In-Force of Support Staff Employees

Section 1. Job Sequences:

<u>JOB SEQUENCES</u>	<u>JOB CLASSIFICATIONS</u> (In descending order)
1. Bus Driver	Bus Driver Van Driver Transportation Aide
2. Mechanic	Head Mechanic Mechanic
3. Cook/Food Service	Cook Food Service Worker
4. Custodial/Maintenance	Custodial Coordinator Maintenance Technician II Maintenance Technician I Head Custodian – 1 <sup>st</sup> Shift High School Maintenance Repairman III Maintenance Repairman II Head Custodian - 1 <sup>st</sup> Shift Middle School Head Custodian - 1 <sup>st</sup> Shift Elementary Head Custodian - 1 <sup>st</sup> Shift Board Office Head Custodian – 2 <sup>nd</sup> Shift High School Head Custodian – 2 <sup>nd</sup> Shift Middle School Maintenance Repairman I Custodial Worker III Custodial Worker II Laborer Cleaner
5. Receptionist	Receptionist
6. Secretarial/Clerical	Secretary IV Secretary III Secretary II Secretary I Secretary
7. Library/Media Center Assistant	

Section 2. Procedures:

- A. Employees will be ranked according to the following criteria:
  - 1. within each Job Sequence, from highest to lowest Job Classification.
  - 2. within each Job Classification by greater seniority of the Employee which is defined as the length of continuous and uninterrupted service by the Employee in the Rocky River City School District. Authorized leaves of absence do not constitute an interruption in continuous service.
  - 3. if there are ties on the above criterion, by date of the meeting of the Board of Education at which the Employee was assigned to current Job Classification.
  - 4. if there are ties on the above criterion, by coin flip.
  - 5. if a Head Custodian or Custodial Worker job assignment requires a boiler operator's license, the possession of such a license shall be the second criterion after (a) above, within those Job Classifications.
- B. The reduced staffing requirements in each Job Classification will be filled in accordance with the ranking set forth in (1) above.
- C. If an Employee no longer has a position because of the reduction-in-force in his/her Job Classification and such Employee has a higher ranking under (1) above than one or more Employees in a lower Job Classification in the same Job Sequence, the Board will assign the reduced Employee to one of such lower Job Classifications at the rate of pay for such lower Job Classification. The same will apply to the Employee in the lower Job Classification displaced thereby.
- D. Employees no longer reemployed as a result of (1), (2) or (3) shall remain on a recall list for positions in the same or lower Job Classification in the same Job Sequence for a period equal to their previous regular employment to a maximum of two (2) years from the date on which the Employee was no longer employed. Employees on a recall list shall be able to be recalled to an open position prior to that position being posted as a vacancy. In order to be recalled, position must be in the same or lower job classification in the same job sequence.
- E. Employees assigned to a lower Job Classification because of the reduction-in-force will be offered a position at their previous Job Classification if such a position becomes vacant within two (2) years from the date on which the Employee was no longer employed.
- F. An Employee will be notified of a vacancy by certified mail and must accept the position by submitting a letter of acceptance to the Division of Human

Resources within three (3) calendar days from the date of receipt of the certified letter or seven (7) days from the date of mailing - whichever occurs first - or that Employee shall be considered to have declined said offer and the Board will have no further employment obligation to that Employee.

- G. An Employee may challenge his or her layoff or recall by means of the grievance procedure set forth in Article 35. It is specifically agreed by the Association and Board that the grievance procedure shall be the sole remedy for an Employee challenging layoff or recall, and such grievance procedure shall prevail over civil service laws in accordance with O.R.C. Chapter 4117. Accordingly, the parties agree that neither the Rocky River Civil Service Commission nor the State Personnel Board of Review shall have any jurisdiction to hear appeals relating to layoff or recall.
- H. In addition to the provisions of this article, Ohio Revised Code Section 3319.172 applies.

#### **ARTICLE 17** **JURY DUTY**

Absence due to jury service or subpoena on behalf of the Board is allowed, and the Employee may keep any compensation paid by the court on account of such service.

#### **ARTICLE 18** **PAY SCHEDULE**

- Section 1. Deductions shall be made for the School Employees Retirement System, Income Taxes, and all other legally required deductions and may be made for Union Dues (as set forth in Article 19).
- Section 2. Nine and ten month Employees may select to be paid over a twelve month period provided they elect this option prior to April 30th for the Employee contract year beginning July 1st. The employee's choice of this option will remain in effect unless the Treasurer's Office is notified otherwise by April 30th.
- Section 3. The Board shall pay all bargaining unit members on the 10<sup>th</sup> and 25<sup>th</sup> of each month. In the event that the 10<sup>th</sup> and 25<sup>th</sup> occur on a Saturday or Sunday, the Treasurer's Office shall make payroll available on the preceding Friday. In the event that the 10<sup>th</sup> or 25<sup>th</sup> occur on a Board - approved holiday for which school is not in session, the Treasurer's Office shall make payroll available on the preceding business day. Payments will be made by direct deposit to employees.
- Section 4. All step increases are to become effective July 1st of each year.

**ARTICLE 19**  
**PAYROLL DUES DEDUCTIONS**

- Section 1. Upon presentation of a written authorization, individually executed by the Employee, the Board agrees to deduct from the wages of the Employee for the payment of dues to the Association and dues for the local. The dues deduction shall begin with the first payday in July and continue for the next twenty five (25) pay dates thereafter for twelve (12) month Employees; and for the next twenty one (21) pay dates thereafter for all other Employees. Dues for the local shall be taken out in the first new pay for their contracted year.
- Section 2. Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon authorization cards submitted by Association to the Board.
- Section 3. The Board agrees not to honor any dues deduction authorizations executed by any Employee in the bargaining unit in favor of any other labor organization.
- Section 4. The payroll deductions shall be sent to the O.A.P.S.E. State Treasurer no later than ten (10) days following the end of the month, which will include a detailed listing of Employees and amounts. The Board also agrees to provide between July 1st and August 1st of each year a list of all Employees in the bargaining unit on the payroll, their hourly and/or annual rate, number of workdays, and number of hours to be worked. This report shall be sent to the President of O.A.P.S.E. Chapter 381.
- Section 5. Fair Share Fee
- A. Payroll Deduction of Fair Share Fee – Any employee who is a member of the bargaining unit shall be subject to the fair share fee for the remainder of their employment with the Board.
- No nonmember who files a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notification – Annually, the Association shall provide to the Treasurer, on or before September 15th, a list of members who have not voluntarily elected to join the Association. At the same time, the Association will transmit to the Treasurer the annual fair share fee amount for the purpose of determining the amount of payroll deduction.
- C. Schedule of Fair Share Fee Deductions – Payroll deduction of fair share fees shall commence on the first pay date which occurs on or after the later of 60 days of employment or January 15th.
- D. Religious Exemption – An Employee who has been declared exempt for religious convictions by SERB shall not be required to pay a fair share fee. In lieu of such fee, the Employee will pay an equivalent amount to a nonreligious charitable fund exempt under 501(c)(3) of the IRC, mutually agreed to by the Employee and the state Treasurer for O.A.P.S.E.. Such



Employee shall furnish to the state O.A.P.S.E. Treasurer written receipts evidencing payment to such charitable fund. Failure to make such payments or furnish such receipts shall subject such Employee to the same sanctions as would nonpayment of Union dues under this Agreement.

- E. Procedure for Rebate – O.A.P.S.E. represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each affected member of the bargaining unit until who has not joined O.A.P.S.E. and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- F. Entitlement to Rebate – Upon timely demand, nonmembers may apply to O.A.P.S.E. for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by O.A.P.S.E.
- G. Indemnification of Employer – O.A.P.S.E. agrees to indemnify and hold harmless the board (including each of its officers, members, employees and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision.

Section 6. Employer “Pick-Up” of Employee Retirement Contribution. The Board and the Association agree that the Board shall implement the “pick-up” of the Employee’s required contributions to the School Employees Retirement System (SERS). By contributing to SERS, in addition to the Board’s required employer contribution, an amount equal to each Employee’s contribution to SERS in lieu of payment by such Employee, and that such amount contributed by the Board on behalf of the Employee shall be treated as deferred salary paid by the Board to SERS from the contract salary otherwise payable to such Employee.

Under this provision, each Employee’s contract salary is restated as consisting of (a) a cash salary component and (b) a “pick-up” component, which is equal to the amount of the Employee contribution being “picked-up” by the Board on behalf of the Employee. The Board will contribute to SERS an amount equal to the Employee’s required contribution to SERS for the account of each Employee. Paid sick leave, severance, vacation pay, appropriate supplemental and extended service pay shall be calculated upon both the cash salary component and the “pick-up” component of the Employee’s restated salary.

The Board’s total combined expenditures for the Employee’s total contract salary payable pursuant hereto (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amount the Board would have paid for those items had this Section not been in effect.

The Board shall compute and remit its employer contributions to SERS based upon total contract salary. The Board shall report for federal and Ohio income tax purposes, as an Employee’s gross income, said Employee’s total contract salary, less the amount of the “pick-up”. The Board shall report for municipal income tax

purpose an Employee's gross income, and said Employee's total contract salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

Section 7. P.E.O.P.L.E. Deduction. Upon Presentation of written authorization, individually executed by the employee, the Board agrees to deduct from the wages of the employee, donations to the P.E.O.P.L.E. Program. The deduction procedure shall be in accordance with the parameters set forth in Article 19, Section 1.

## **ARTICLE 20** **TRANSPORTATION**

Section 1. The determination of bus routes by the Board shall be consistent with a review of location of student population, student grade level and the length of time children would be transported. At the written request of the Driver, the Transportation Supervisor, or his/her designee, shall review and, if he/she deems necessary, accompany the Driver on his or her route.

Section 2. Driving Assignments. The Transportation Supervisor shall have times and hours (AM, PM, Mid-Day and/or kindergarten and Total) prepared in advance of bidding. Bidding shall be done at least five (5) working days before the opening day of school. All school bus drivers will bid in descending order of seniority for total length of driving times that are available for the school year to acquire the routes which shall be assigned by the Board. The lengths of total driving times shall be posted in order from longest to shortest.

If a driver is unable to attend in person to select his/her route, said driver may do so as follows: Submit a written notice prior to the meeting to the administrator responsible for transportation, and he/she will be assigned the highest choice available.

Section 3. Routes and Workday. The minimum workday posted for bid shall be two (2) hours. The minimum time for AM routes and PM routes shall be two (2) hours. The minimum time for Mid-Day and/or kindergarten routes shall be one and one-half (1-1/2) hours. The fifteen (15) minute prep time in the AM and the fifteen (15) minute clean-up time in the PM shall be incorporated in the two (2) hours minimum.

Section 4. Seniority. For the purpose of this Section, seniority shall be defined as continuous service with the Board of Education from the original date of hire as a regular Employee of the Board within the classification of either a driver or aide. When two (2) or more Employees have the same hire date, the tie shall be broken by:

First: the date of the Employee's first day of accrued earnings within the classification of driver or aide, and if the tie still exists, then,

Second: by the Employee's application date.

The flip of a coin shall be used when the first and second choices do not apply.

Section 5. Accident Review Procedures. When an Employee authorized to operate a vehicle owned or leased by the Board is involved in an accident resulting in personal injury, death, or property damage the following procedures shall apply in lieu of those set forth in Article 37 hereof:

- A. No driver shall be formally disciplined for an accident except for just cause. Pending completion of the Review Procedures set forth herein, no driver shall be relieved of his or her driving assignment(s) as a result of an accident unless the accident involves personal injury, death or property damage in excess of \$3,000 or other incidents determined by the Superintendent/designee to be so serious as to require temporary reassignment, with pay.
- B. Formal disciplinary action shall be commensurate with the nature of the accident and progressive for subsequent accidents except where the nature of the accident dictates a more severe disciplinary action. Formal disciplinary actions include oral reprimand, written reprimand, suspension without pay, and termination of employment.
- C. The following procedures shall be followed:
  - 1. Notice of Allegation(s) and of hearing - A written notice setting forth the allegation(s) which, if substantiated, could result in disciplinary action shall be sent to the Driver and President of O.A.P.S.E. by regular or certified mail or by hand delivery. The notice shall include a statement of the allegation(s); the date, time and place of the accident; the right to be represented at the hearing; and the date, time and place of the hearing.
  - 2. Hearing - The Driver and the Superintendent/designee shall attend the hearing. Each party may choose to have a representative of its choice attend the hearing. The hearing shall be held no sooner than five (5) weekdays nor more than ten (10) weekdays following the mailing/hand delivery of the Notice of Allegation or at a time mutually agreed upon by the parties. The Driver may present testimony to support his/her position. Neither party shall be permitted to tape the conference.
  - 3. Notification of Disposition - The Driver and the President of O.A.P.S.E. shall be sent a letter of the disposition of the conference by regular or certified mail or by hand delivery within five (5) weekdays after the end of the conference.
- D. Nothing herein shall limit the right of an administrator to investigate a situation or allegation, or to issue an oral reprimand.
- E. Drivers shall be subject to the eligibility standards set forth in OAC Sections 3301-83-06, 3301-83-10 and 3301-83-07.

Section 6. Additional Driving Assignments. Trips are assignments that include public and nonpublic trips, student activity trips, athletic trips and summer driving on school buses during hours when a school bus driver does not have a regular assignment.

A. Trip Categories: Will be designated by the following categories and each assigned a separate rotation list:

Regular Any trip during a weekday that does not start during a mid-day route/kindergarten route, or end up being an overnight trip.

Mid-Day Any trips during the weekday that begins during a mid-day or kindergarten route.

Overnight Any trips during the weekday or weekend that would involve an overnight stay.

Emergency Any trip received without normal notice, needed due to a driver cancellation or absence and/or needed due to emergency conditions.

Summer Any trips that occur during the summer months after the normal school year is completed.

B. Trip Assignment and Posting Procedures:

1. The requesting party must request the trip in accordance with Board policy. The run week will commence Sunday 12:00 a.m. and conclude the following Saturday 11:59 p.m.

2. The Transportation Supervisor will establish a continuous rotation schedule of field trips based on the seniority of the drivers, including relief drivers. Drivers may bid on these trips when not assigned or performing his/her contract assignment.

3. A list of field trips for the following week will be posted on Monday by 1:00 p.m., bid on by the drivers by 4:30 p.m. Tuesday, and awarded by 4:30 p.m. on Wednesday. If Monday is a holiday, then the posting week shall begin on Tuesday, with picks due on Wednesday and final scheduling on Thursday. Any driver not interested in taking trips will initial the selection sheet.

4. A selection sheet noting the seniority rotation will be posted along with the Field Trip List. The seniority rotation shall begin each school year with the most senior driver.

5. Trips are selected by rotation, starting with the most senior driver, and continues until: all trip selections are made, or; the least senior driver has picked a trip, or; the time deadline has been passed.

6. A driver may choose more than one trip per day if he/she is eligible to do so, and there is a minimum of two (2) hours between the scheduled end of the first trip and the start of the second trip.
7. Emergency trips will be assigned first to available regular drivers and relief drivers who are not assigned a substitute route that day and then to substitute drivers without consideration of seniority in either case.
8. Canceled Trips – A minimum of two hours shall be paid to drivers for a trip which is canceled with less than twenty-four (24) hours notice.
9. Overnight trip assignments will continue to be made using current practice procedures as outlined below:

All drivers will be on a rotation list for overnight trips.

Trips will be assigned regardless of whether a driver has a regular assignment that conflicts with the overnight trip times and Article 20, Section 6, line 11 will not be enforced.

If any overnight trips prevent the Board of Education from running any regular daily route because of a lack of available vehicles or drivers (regular or substitute) or there exists a significant chance that either daily routes or the overnight field trip may not be able to be run as scheduled, the Board of Education reserves the right to cancel the overnight assignment Per Article 20, Section 6, Subject B8 and contract out the overnight trips.

- C. The Board of Education reserves the right to use private motor coach/bus services from an outside vendor for extracurricular activities and field trips in special circumstances. If a bargaining unit member is denied work as a result, he/she shall be provided an additional work opportunity (without denying another driver regular or additional driving assignments) commensurate with the number of hours of denied work. No bargaining unit member will be considered to have been denied work where the District uses its available drivers and buses for these circumstances.
- D. In no way will the provisions of this section obligate the Board to make any assignment of field trips which would result in the Employee being paid the overtime rate for the driving duties.
- E. All trips shall be paid from 15 minutes before scheduled leave time until 15 minutes following return time. The 15 minutes before a trip will be used for the required CDL pre-trip inspection and fueling the bus. The 15 minutes following the trip will be used to clean/inspect and fuel the bus.

- F. Mid-day and kindergarten routes that need to be re-assigned due to absenteeism will be offered on a daily basis to the most senior driver who has not committed to an assignment that conflicts with said route.

- Section 7. Relief Driver. Relief drivers are drivers who fill in for absent route drivers and are employed as regular contract drivers. All drivers shall be allowed to bid on relief driver positions during the bidding process at the beginning of the school year, and the assignment shall be considered a route. Relief drivers may be assigned field trips by the Transportation Supervisor if all of the trip assignment procedures in the article are exhausted, and the only choice is to assign a substitute driver or idle relief driver. In these situations, relief drivers shall be assigned to a field trip prior to a substitute driver.
- Section 8. Trading of Trips. No trading of field trips or any driving assignment shall be permitted, unless approved by the Transportation Supervisor.
- Section 9. Nonpublic School Driving Assignment. Regular Drivers assigned to nonpublic school driving assignments are required to drive those assignments every day an assigned nonpublic school is in session.
- Section 10. Commercial Driver's Licenses and Training Costs - All Commercial Driver's Licenses and renewals shall be paid by the Employee. Any additional licensing or training costs mandated by the State and the Board shall be paid by the Board. Failure of a driver to have the proper licensure may be grounds for disciplinary action up to and including termination. Expiration date/license renewal is the responsibility of the employee.
- Section 11. Field Trip Committee. A committee of two (2) drivers shall be selected by the Association to review Field Trip Certificates and Field Trip Assignments from the previous month. Should the committee discover any errors in assignments, the appropriate regular driver shall be paid two (2) hours.
- Section 12. Alcohol and Drug Testing. If the Board requires an Employee to take a drug/alcohol test, and the Employee's paid time has expired, that Employee will receive at least one (1) hour pay at their appropriate rate of pay. If testing lasts longer than one (1) hour beyond the Employee's paid time, the Employee must document the excess time in order to be reimbursed at their appropriate rate of pay.
- Section 13. If there is an event outside the regular school day, band instruments and/or athletic equipment shall be transported along with the students to the same event, and loaded and unloaded by transportation personnel.
- Section 14. If substitutes are used when regular drivers are available, the regular driver that was in line for the assignment shall be paid for two (2) hours.
- Section 15. The District driver instructors shall be paid three dollars (\$3.00) in addition to their regular hourly rate for all hours of training.
- Section 16. On all split trips, drivers will receive one hour extra pay in consideration of being on call.

Section 17. Mechanics will be eligible for an annual \$250 payment if:

- A. all school buses/vehicles requiring state inspection pass annual inspection upon the first inspection performed by the Ohio Highway Patrol; and
- B. Transportation Supervisor approves annual inspection results; and
- C. all vehicles receive a valid State of Ohio school bus decal indicating a passing rating during the first scheduled inspection.

**ARTICLE 21**  
**LONGEVITY**

Section 1. Any Employee who is employed .5 F.T.E. or more and who has completed nine (9) or more years of service in the Rocky River City School District will become eligible for longevity payments as listed below:

<u>YEARS OF SERVICE COMPLETED</u>	<u>TOTAL CUMULATIVE LONGEVITY PAYMENT</u>
9	\$.23
10-14	\$.46
15-19	\$.36
20-26	\$.36
27+	\$.36

Any Employee whose hours drop below the .5 F.T.E. level shall not be eligible for the foregoing longevity payments.

**ARTICLE 22**  
**SEVERANCE PAY**

Section 1. Employees who have been in the employ of the Rocky River Board of Education for at least two (2) years, who elect to retire and who meet the requirements of O.R.C. 124.391 are eligible for payment under one of the following plans in this article.

Section 2. PLAN A

- A. During the first year of this contract (7/1/17 – 6/30/18), employees who are at least 50 years of age and have worked for the Rocky River Board of Education for at least five (5) years are eligible for a severance payment at their daily rate for 60% of their accumulated and unused sick leave to a maximum of 145 days. In addition, if the employee has been in the employ of the Rocky River Board of Education for at least ten (10) consecutive years, the employee is eligible for a \$175 payment for each year worked in Rocky River to a maximum of twenty (20) years.
- B. Employees who do not meet the criteria of (a) during the first year of the contract and for all employees during the remaining years of this contract

are eligible for a severance payment at their daily rate for one-third of their accumulated and unused sick leave to a maximum of 75 days. In addition, if the employee has been in the employ of the Rocky River Board of Education for at least (10) consecutive years, the employee is eligible for a \$175 payment for each year worked in Rocky River to a maximum of twenty (20) years.

Section 3. PLAN B

- A. Employees who reach their 30<sup>th</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 165 days and shall be paid 150% of their daily rate per year of service to a maximum of thirty (30) years.
- B. Employees who reach their 31<sup>st</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 150 days and shall be paid 125% of their daily rate per year of service to a maximum of thirty (30) years.
- C. Employees who reach their 32<sup>nd</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 100 days and shall be paid 100% of their daily rate per year of service to a maximum of thirty (30) years.
- D. Employees who reach their 33<sup>rd</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 75 days and shall be paid 75% of their daily rate per year of service to a maximum of thirty (30) years.
- E. Employees who reach their 34<sup>th</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 50 days and shall be paid 50% of their daily rate per year of service to a maximum of thirty (30) years.
- F. Employees who reach their 35<sup>th</sup> year or higher of service credit under SERS rules, AND who qualify for an unreduced benefit under SERS rules, and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 25 days and shall be paid 25% of their daily rate per year of service to a maximum of thirty (30) years.
- G. Employees who reach their 36<sup>th</sup> year or higher of service under SERS rules AND are over the minimum age requirement for an unreduced benefit as required by SERS rules shall not be eligible for any payment under this section.



Section 4. PLAN C

- A. Employees who reach their 30<sup>th</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave with no limit and shall be paid \$175 per year of service to a maximum of thirty (30) years.
- B. Employees who reach their 31<sup>st</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 165 days and shall be paid \$150 per year of service to a maximum of thirty (30) years.
- C. Employees who reach their 32<sup>nd</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 150 days and shall be paid \$125 per year of service to a maximum of thirty (30) years.
- D. Employees who reach their 33<sup>rd</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 100 days and shall be paid \$100 per year of service to a maximum of thirty (30) years.
- E. Employees who reach their 34<sup>th</sup> year of service credit under SERS rules and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 75 days and shall be paid \$75 per year of service to a maximum of thirty (30) years.
- F. Employees who reach their 35<sup>th</sup> year or higher of service credit under SERS rules, AND who qualify for an unrestricted benefit under SERS rules, and who retire by June 30<sup>th</sup> of that year shall be paid a cash lump sum payment of 60% of their accrued but unused sick leave to a maximum of 50 days and shall be paid \$50 per year of service to a maximum of thirty (30) years.
- G. Employees who reach their 36<sup>th</sup> year or higher of service under SERS rules AND are over the minimum age requirement for an unreduced benefit as required by SERS rules shall not be eligible for any payment under this section.

Section 5. To be eligible for severance payments under this section, the employee must submit a letter of resignation and retirement no later than February 1<sup>st</sup> of the year of retirement. All retirements under this article are to be effective June 30<sup>th</sup>.

Section 6. All payments in this section shall be based on the employee's daily rate of pay at the time of retirement exclusive of overtime or supplemental pay. Payment for sick leave on this basis shall be considered to eliminate sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

Section 7. Severance payments made under this Article shall be made in equal installments, with one-third paid in January of the first calendar year following the effective date

of resignation or retirement, one-third paid in January of the second calendar year following the effective date of resignation and retirement, one-third paid in January of the third calendar year following the effective date of resignation and retirement.

**ARTICLE 23**  
**LUNCH PERIODS**

All Employees whose schedule calls for a lunch period will be granted at least thirty (30) minutes duty-free lunch. Those Employees scheduled for a lunch period by their administrator exceeding thirty (30) minutes will have that period as duty-free time. If the Employee is asked to perform services by his or her administrator/designee during the lunch period, compensatory time shall be provided within the workweek. Duty-free time is defined from the time the Employee leaves the work site to the time of reporting back to the work site. Work site shall be defined as the building and surrounding premises at which an Employee is performing services upon commencement of the lunch period. For Employees assigned to the Maintenance Department or based at the Service Building, the lunch period starts upon their return to the Service Building, but in no event shall the lunch period commence later than ten (10) minutes after an Employee's departure from the work site.

**ARTICLE 24**  
**IN-SERVICE**

Employees required, and specifically directed in writing, by the Board to attend in-service training programs, shall be paid for the hours of attendance at such programs at their regular hourly rate when such training does not take place during working hours. This shall not include training required by law for acquiring and/or retaining employment.

**ARTICLE 25**  
**SICK LEAVE**

Section 1. Employees employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month of employment for sick leave purposes only.

Section 2. Acceptable reasons for leave with pay deducted from sick leave are:

- A. Personal illness, pregnancy, and personal injury
- B. Exposure to a communicable contagious disease
- C. Illness, injury, or death in the immediate family of the Employee. "Immediate family" shall be deemed to include any relative, including those connected by marriage, or person clearly standing in the same relationship to the employee.
- D. Visits to healthcare providers.
- E. Attending funerals. Up to three (3) days per occurrence shall be granted to attend the funeral of a person not otherwise included in section 2 (C).

Section 3. The Superintendent may request a certificate of a physician or other evidence acceptable to him in any case involving use of leave with pay deducted from sick leave.

- A. Declaration of need for sick leave shall be made as soon as practical. Applications for sick leave must be made using the absence management system.
- B. The appropriate Building Principal, Assistant Superintendent, or Director shall review each application and determine the appropriateness of the application.
- C. Disposition of the application shall be made promptly to the employee.
- D. Any bargaining unit member may, upon written request, be granted an advancement of up to five (5) days on one occasion during the term of the contract with the Rocky River City School District.

Section 4. Evidence indicating to the Board of Education that leave with pay privileges have been abused may be considered just cause for discipline, up to and including suspension without pay or discharge from service.

**ARTICLE 26**  
**PAID PERSONAL LEAVE**

Section 1. Pay for Personal Leave due to situations which occur during regular working hours of a personal nature over which the Employee has no control shall be granted to a maximum of three (3) days per year. However, any bargaining unit member with a minimum of 150 accumulated sick leave days as of the first day of the school year will receive one additional day of Paid Personal Leave. Paid Personal Leave must be taken in increments of not less than one-half (1/2) day, except for Transportation Employees for whom Paid Personal Leave must be taken in increments of not less than one (1) full shift. A shift is defined as an AM, Mid-Day and/or Kindergarten, or PM run. Application for Paid Personal Day(s) shall be made at least three (3) school days prior to the day for which leave is requested except in emergency situations. Applications for paid personal leave shall be made through the absence management system. These days are not accumulated from year to year, nor may they be deducted from Sick Leave.

Employees who use three (3) or less sick days per school year shall be provided one (1) unrestricted personal leave day out of the three they normally receive. Use of this unrestricted day is limited to three (3) or less members of the bargaining unit on any given day.

These days may not be taken during the first two weeks of the school year, the last two weeks of the school year, or the workday before or after a vacation, non-workday or holiday except with the authorization of Superintendent/Designee.

Applications for such special requests will be reviewed to determine whether the absence is necessary due to an extraordinary event or a situation over which the Employee has no control.

Section 2. During the probationary period, employees are eligible for one (1) Paid Personal Leave day. After serving the six (6) month probationary period, the employee is eligible for the remainder of the days.

Section 3. Unused Paid Personal Leave days shall be transferred to the Employee's accumulated sick leave days at the end of each contract year at a rate of one (1) sick leave day per unused Paid Personal Leave day. If the employee does not use any personal leave during the relevant contract year, at the end of the year personal leave shall be converted to sick leave at the rate of one and one-half (1-1/2) sick days per unused personal leave days. An employee who does not use any personal leave may instead elect to convert their unused personal days to vacation time at the rate of one (1) vacation day per three (3) unused personal days upon written notice to the Office of Support Services prior to July 1 of each contract year \*. Failure to timely notify the Office of Support Services will automatically result in the conversion of unused personal days to sick days.

\* Employees who have four (4) unused personal days and who make the election to convert to vacation days will have three (3) of those unused personal days converted to one (1) vacation day and the remaining one (1) personal leave day will be converted to one and one-half (1-1/2) sick days.

Section 4. Evidence indicating to the Board of Education that leave with pay privileges have been abused may be considered just cause for discipline, up to and including suspension without pay or discharge from service

Section 5. Subject to coverage being available and upon prior approval of the employee's supervisor, personal leave time may be taken in increments less than one-half (1/2) day and be made up as flex-time.

## **ARTICLE 28** **MILITARY LEAVE**

Section 1. Any regular Employee who enters into the Armed Forces of the United States for service or training shall be granted a Military Leave. The Employee shall be reinstated into the school system with full credit, including the annual increments under the salary schedule, upon written request supported by competent proof that he/she is fully qualified to perform the duties of said position. The application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service.

- A. Application for Military Leave must be made to the Division of Human Resources using the absence management system.
- B. The Superintendent/designee shall review each application by determining the appropriateness of the application as expressly stated in Board Policy GBRID.

- C. Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate Administrator, the Treasurer, and a record made for the applicant's personnel file.

Section 2. Evidence indicating to the Board of Education that leave with pay privileges have been abused may be considered just cause for discipline, up to and including suspension without pay or discharge from service.

**ARTICLE 29**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Illness. A Leave of Absence Without Pay for a period of up to two (2) years shall be granted upon medical documentation of the need therefore.

- A. The Employee shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the Employee will be unable to return to work because of illness.
- B. If an Employee has been granted a Leave of Absence Without Pay for less than one (1) year and requests an extension of that Leave of Absence Without Pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original Leave of Absence Without Pay.
- C. In no case will Leave of Absence Without Pay be granted under this Section for a continuous period of time exceeding two (2) calendar years.
- D. An Employee may not return to work prior to the expiration of the Leave of Absence Without Pay granted hereunder unless the Superintendent/designee approves the same.

Section 2. Further Study and Training. A Leave of Absence Without Pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the Employee's assignment.

- A. In order to apply for this leave, the Employee must have completed three (3) years of employment in the Rocky River City School District.
- B. The Board retains in its sole discretion the right to (1) determine if the formal training or study is directly related to the performance of the Employee's assignment, and (2) determine whether the Leave of Absence Without Pay is to be granted.

Section 3. Maternity and Adoption Leave. Leave of Absence Without Pay for maternity or adoption for a period not to exceed one (1) year shall be granted upon request. The one (1) year period may start during pregnancy but shall not extend to later than one (1) year after the date of birth of the child.

Application for the Leave shall be submitted to the Superintendent/designee on the form so provided at least six (6) weeks prior to the first day of Leave requested except that this provision may be waived by the Superintendent/designee.

In addition, an Employee may upon medical approval, use paid sick leave during pregnancy and during a reasonable post-delivery period - generally six (6) weeks.

Section 4. Other. Other Leaves of Absence Without Pay may be granted at the discretion of the Rocky River City School District.

Section 5. Procedures. The following procedure shall be followed in requesting a Leave of Absence Without Pay:

- A. Applications for Leave of Absence Without Pay must be made in writing to the Superintendent/designee.
- B. The Superintendent/designee shall review each application and determine whether the request and documentation is sufficiently appropriate under this Article and whether the Leave of Absence Without Pay shall be granted.
- C. Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate Administrator(s), the Treasurer, and a record made for the applicant's personnel file.

Section 6. No benefits that incur an expense to the Board of Education will be granted to an Employee while on Leave of Absence Without Pay. Employees on approved Leave of Absence Without Pay may elect to continue in Board approved group benefit plans so long as the Employees make immediate election to pay the cost thereof.

Section 7. Evidence indicating to the Board of Education that leave with pay privileges have been abused may be considered just cause for discipline, up to and including suspension without pay or discharge from service.

### **ARTICLE 30** **VACATION**

For the purpose of this Article and Article 31 (Holidays) regular Employees who are entitled to Vacation or twelve (12) Holidays shall be defined as those Employees who are assigned work the equivalent of 240 days including workdays, Holidays and Vacation days in each contract year. Overtime and extra workdays shall not be counted. Vacation shall be computed as follows:

- A. Employees who are assigned to work 240 days (including workdays, holidays and vacation days) per contract year are eligible to earn vacation as follows:
  - 1. For those employees with up to five (5) years of service with the District in the bargaining unit; ten (10) paid vacation days; and
  - 2. One additional vacation day for each year of service with the District in the bargaining unit beyond five (5) years of service up to maximum of ten (10) additional vacation days; and

3. One additional vacation day for each year of service with the District in the bargaining unit beyond twenty-five (25) years of service up to maximum of five (5) additional vacation days.
- B. The accumulation/usage year for vacation is July 1<sup>st</sup> through June 30<sup>th</sup>.
  - C. Each employee eligible to earn vacation under this Article receives his/her annual vacation allotment on July 1<sup>st</sup>.
  - D. Any employee, who does not complete employment through June 30<sup>th</sup>, shall receive his/her annual vacation allotment in a proportionate amount. In the event any such employee uses more than his/her proportionate amount of vacation, he/she shall reimburse the District accordingly. Alternatively such employee shall be subject to a deduction from his/her gross payroll.
  - E. No more than ten (10) consecutive vacation days shall be approved.
  - F. No more than two (2) members of the Maintenance Department are eligible to take the same work days as vacation at one time.
  - G. No more than two (2) members of the Custodial Department assigned to Rocky River Middle School or Rocky River High School are eligible to take vacation at one time. No more than one (1) member of the Custodial Department at Goldwood and Kensington is eligible to take vacation at one time.
  - H. Requests for vacation time, if approved in accordance with this article, shall be granted on a "first come, first served" basis; however, requests submitted at the same time for the same vacation shall be approved based on seniority.
  - I. All requests for vacation shall be considered promptly, and notice shall be provided to the requesting employee regarding the status of the request. If the employee has not received notice of the status of his/her request for vacation within fourteen (14) calendar days, he/she shall contact the Department of Human Resources.
  - J. An Employee may carry over up to five (5) vacation days into the 2014-2015 contract year; however, the employee must use said days no later than December 31, 2014. If an employee does not use the carried over days by December 31, 2014 he/she shall forfeit the unused carried over days. Thereafter no carry over of unused vacation days will be permitted.

**ARTICLE 31**  
**HOLIDAYS**

For the purpose of this Article, regular Employees who are entitled to twelve (12) holidays shall be defined as those Employees who are assigned to work the equivalent of 240 days including workdays, Holidays, and vacation days in each contract year. Overtime and extra workdays shall not be counted.

As demonstrated in the chart at the end of this Article, Employees shall be compensated at their regular rate of pay for any holiday to which they are contractually entitled. In addition, Employees who are required to work on such a holiday shall be compensated at a premium rate.

Employees whose yearly employment is for less than eleven (11) months shall be paid at their regular rate of pay for the following holidays not worked:

- Christmas Day
- New Year's Day
- Labor Day
- Thanksgiving Day
- Presidents' Day
- Memorial Day
- Martin Luther King Day

Employees whose yearly employment is for eleven (11) months or more shall be paid at their regular rate of pay for the following holidays not worked:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day\*
- Day before Christmas\*
- Christmas Day
- The day before New Year's Day\*
- New Year's Day
- Presidents' Day
- One day during Spring Vacation\*
- Memorial Day
- Fourth of July
- Martin Luther King Day

Should a holiday listed herein fall on a Saturday or Sunday, the Board retains the right to determine when to reschedule that holiday.

Employees scheduled to work on any holiday (except those preceded by an asterisk) shall be paid double time for all work performed on such holiday. Employees scheduled to work on those holidays preceded by an asterisk shall be paid at the rate of time and one-half their regular rate. If an Employee is scheduled to and works less than his regular scheduled workday, such Employee shall be paid holiday pay in accordance with the rate set forth above for the holiday for the remaining hours of his workday.



To be eligible for holiday pay, Employees must work their regularly scheduled workday prior to and following such holiday, unless excused from work by written permission of the Employee's supervisor, or such Employee is on authorized leave.

<b>HOLIDAY(S)</b>	<b>An Employee who annually works 11 months or more, but does not work a holiday is paid:</b>	<b>An Employee who annually works less than 11 months and does not work a holiday is paid:</b>	<b>An Employee who is required to work a holiday is paid:</b>
Labor Day Thanksgiving Day Christmas Day New Year's Day Presidents' Day Memorial Day Fourth of July Martin Luther King Day	Regular Rate	Regular Rate	Regular rate; plus double time for hours worked
Friday after Thanksgiving Day Day before Christmas Friday before Easter Day before New Year's Day	Regular Rate	No Pay*	Regular rate; plus time and one-half for hours worked

\*Employees who annually work less than 11 months are not contractually entitled to any pay for these holidays.

**ARTICLE 32**  
**INSURANCE BENEFITS**

Section I. Health Insurance

Benefit Type	Benefit Level	
	Network (Single/ Family)	Non-Network (Single/ Family)
Deductible	\$400/\$800	\$800/\$1600
Co-Insurance	90%	70%
Co-Insurance Maximum	\$1,375/\$2,750	\$2,750/\$5,500
Annual Out of Pocket Maximum (Deductible + Co-Insurance Max)	\$1,775/\$3,550	\$3,550/\$7,100
Office Visit Copay (Primary Care / Specialist/Urgent Care)	\$25, then 100% after co-pay (100% after co-pay expires June 30, 2019)	
Emergency Room	\$100	

<u>Rx changes effective 7/1/2016</u>	
<u>Rx, Retail Tier 1</u>	<u>\$15</u>
<u>Rx, Mail Order 90day supply Tier 1</u>	<u>\$15</u>
<u>Rx, Retail Tier 2</u>	<u>\$30</u>
<u>Rx, Mail Order 90day supply Tier 2</u>	<u>\$30</u>
<u>Rx, Retail Tier 3</u>	<u>\$45</u>
<u>Rx, Mail Order 90day supply Tier 3</u>	<u>\$45</u>

<u>Minimum Value Plan Benefit</u>	<u>16-17, 17-18 and 18-19</u>
<u>Employee Premium Contribution</u>	<u>15%</u>
<u>Deductible, Network</u>	<u>\$6,600/\$13,200</u>
<u>Deductible, Non-Network</u>	<u>\$13,200/\$26,400</u>
<u>Co-Insurance, Network</u>	<u>100%/100%</u>
<u>Co-Insurance, Non-Network</u>	<u>70%/70%</u>

<u>Co-Insurance Maximum, Network</u>	<u>0%/0%</u>
Co-Insurance Maximum, Non-Network	\$1,000/\$2,000
Annual Out of Pocket Max, Network (deductible + co-insurance max)	\$6,000/\$13,200
Annual Out of Pocket Max, Non-Network	\$14,200/\$13,200
Office Visit Co-Pay (primary care/specialist/Urgent care)	Deductible/Deductible
Emergency Room	Deductible/Deductible

Rx Co-Pay, Retail Generic	\$20
Rx Co-Pay, Mail Order 90-day Supply Generic	\$40
Rx Co-Pay, Retail Brand Formulary	\$45
Rx Co-Pay, Mail Order 90-day Supply Brand Formulary	\$90
Rx Co-Pay, Retail Brand Non-Formulary	\$75
Rx Co-Pay, Mail Order 90-day Supply Brand Non-Formulary	\$150

Rx Includes Coverage Management which is:  
 Prior Approval  
 Step Therapy  
 Quantity Duration

Generic incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

Home delivery incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

- A. The Board will pay a percentage of the single and family plans, as appropriate, for employees working 4 hours to 6.9 hours (based on F.T.E.). Employees working 7+ hours shall not pay a percentage of the cost of healthcare, with the exception of the contributions outlined in Article 32, Section 2 (A) of the Agreement.

Section 2. Employee Healthcare Contributions

- A. Beginning on the dates specified below, employees, in addition to their current contributions to the healthcare plan based on the number of hours they work, shall pay an additional percentage of the monthly premium payment based on the following table:

2017-2019 15% of the premium

The contributions shall be deducted from the employee's paycheck, twice per month, for 12 months.

- B. Employee Healthcare Fund (Additional Compensation)

All employees who elect to take the healthcare coverage, shall have the option of taking a lump sum Healthcare Fund Payment, two times per year based on the table below, or, upon written request, place the payment into the Rocky River Healthcare Flexible Spending Account, as defined in Article 50 of this Agreement. The Healthcare Fund Payment shall be distributed twice per month for 12 months into the employee's Flexible Spending account (payment to be made in the first pay after each semester – usually in January and June).

Employees who elect the single plan \$75 per semester (\$150 per year)  
Employees who elect the family plan \$250 per semester (\$500 per year)

Employee election of a lump sum, or flexible account payments shall be made by December during each year of the Agreement.

Section 3. Working/Retired/Medicare Spouse

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action up to and including termination of employment.

Section 4.

Payment in Lieu of Insurance Coverage. An Employee, who was receiving Board covered medical and prescription insurances under Section 1 or an employee who was eligible for partial or full medical insurance coverage and who was receiving payment in lieu of insurance coverage under Section 3, as of June 30, 2006 and any subsequent current employee who uses the healthcare insurance as of June 30, 2006 or new employee may elect not to receive the Health Insurance coverage provided in Section 1 and instead elect to receive additional compensation, less applicable payroll deductions, according to the following table:

7+ hour employees	\$5000 (Family), \$1,500 (Single)
5 - 6.9 hour employees	\$2,500 (Family), \$1,000 (Single)
4 - 4.9 hour employees	\$1,000 (Family), \$350 (Single)

In order to elect this option and receive this additional compensation, the employee must, by April 30<sup>th</sup> (June 15<sup>th</sup> in the first year of the contract), prior to the year for which they want to be paid, complete, sign and file with the Treasurer of the Board a letter indicating his/her election. Payment will be made one year later in the following July (i.e. Notice June, 2014, payment July, 2015). Once this election is made, it shall remain in effect and the Employee shall not be entitled to receive the coverage provided above for the duration of the one-year period. In the event of a change in the Employee's circumstances (e.g., divorce, death of spouse, spouse loses insurance coverage) after this election has been made, the Employee may elect to receive the insurance coverage. The employee must notify the Treasurer's Office in writing of the change in circumstance. The employee must provide documentation of the change of circumstances at the time of notice. Coverage will commence within 7 days of the receipt of the notice in the Treasurer's Office. There shall be no pre-existing condition exclusion for any Employee who re-enters the insurance program provided above after originally electing not to participate in said program.

Newly hired employees who are eligible for healthcare benefits may, at the time of hire, elect not to take health coverage by submitting a letter and filing it with the Treasurer's Office. The newly hired employee would be eligible for a prorated amount of the above table based on their service (i.e. a new employee hired October 1<sup>st</sup> would work 9 out of 12 months, 75% and, if they declined health insurance, they would receive 75% of the qualifying amount in July).

Section 5. Life Insurance. The Board shall provide for each Employee employed 1.0 F.T.E. a \$50,000 group term life insurance policy. The Board shall provide for each Employee employed less than 1.0 F.T.E. but more than .5 F.T.E. a \$40,000 group term life insurance policy.

Section 6. Dental Insurance. A new Employee (at time of hire) may upon his/her request, enroll in the following group plan provided through the Board (existing employees may make a choice during open enrollment period only):

- A. PLAN A: Rocky River Standard Fixed Rate Dental Benefits Plan or an equivalent dental insurance plan selected in accordance with Section 6. The Board shall pay eighty percent (80%) of the single subscriber premium and eighty percent (80%) of the family premium for the full-time equivalent (1.0 F.T.E.) Employee.
- B. PLAN B: Rocky River New Percentage Payment Dental Benefits Plan or an equivalent dental insurance plan selected in accordance with Section 6. The Board shall pay sixty percent (60%) of the single subscriber premium and sixty percent (60%) of the family premium for the full-time equivalent (1.0 F.T.E.) Employee.
- C. The Board will pay a percentage of the above stated cost equal to the Employee's F.T.E. for Employees serving half-time (.5 F.T.E.) or more.
- D. Employee, during open enrollment, may choose either plan. This election will remain in effect unless otherwise notifying the Treasurer's Office in writing.

Section 7. Said health and dental insurance programs will be subject to the terms of the contract with the present insurance carrier.

Section 8. The Board retains the right to select another insurance carrier for dental and/or health insurance, provided such carrier is a traditional nationally known insurance carrier licensed or registered with the State of Ohio and further provided that the coverage provided by such carrier is equivalent or superior to the present coverage. The Board shall not switch to a PPO, third-party administrator or self-insured program without the agreement of O.A.P.S.E.

Section 9. An employee funded vision insurance program will be implemented as soon as feasible as mutually agreed upon by the Board of Education and O.A.P.S.E.

**ARTICLE 33**  
**OTHER COMPENSATION**

Section 1. Coursework Credit. Successful completion of coursework which meets the criteria listed below shall entitle the Employee to a one-time payment of \$75.00 times their assigned Full-Time Equivalence (F.T.E.) for each ten (10) hours of coursework completed. Payment will be made upon submission of evidence of successful completion and an affidavit of attendance. A maximum of \$200 may be earned under this Section within a calendar year - January 1st to December 31st. It is understood and agreed that Employees earning coursework credit during any calendar year (January 1st through December 31st) shall not be entitled to carry-over any such credits into a subsequent calendar year for purposes of computing the benefits to which that Employee may be entitled under this Section 2 in subsequent years.

Coursework:

- A. The coursework is related to the Employee's work assignment.
- B. The coursework is pre-approved by the Superintendent/designee in writing on the approved form.
- C. The coursework is taken during time when the Employee is not being paid by the Board.

Such payment shall be paid only for each full ten (10) hours of coursework.

Employees, who, on December 31, 1986 were being paid the 30¢ per hour adjustment for HVAC, refrigeration, mechanics or related training under the Agreement then in effect shall continue to receive this benefit for the term of the Agreement if they continue in the same or related job assignment.

Section 2. Workers in possession of a valid Pool/Spa Operators License as of July 1, 2001 and for the length of this contract shall be paid an annual stipend in the manner stated below:

Three (3)	High School Custodians	\$100 each
One (1)	Maintenance Worker	\$300
One (1)	High School Head Custodian	\$300

In the future, employees may be required to obtain or renew a valid Pool/Spa Operators License as a part of their employment with the Rocky River City School if directed to do so by the Supervisor of Facilities Operations. Payments will only be made to additional employees beyond the list in paragraph 1 upon the approval of the Supervisor of Facilities Operations.

All stipends for possession of a current valid Pool/Spa Operators License on file in the Human Resources Department will be made in the last pay in June. Payment will be made for partial-year possession of a Pool/Spa Operators License on a prorated basis.

**ARTICLE 34**  
**SALARY MATRIX**

Section 1. The salary schedules are as follows:

Section 5 of the Memorandum of Understanding between the parties dated October 2, 2012 is null, void and without legal effect.



OAPSE July 1, 2017 - June 30, 2018

**Effective July 1, 2017 - June 30, 2018 +2%**

	Step <u>1</u>	Step <u>2</u>	Step <u>3</u>	Step <u>4</u>	Step <u>5</u>	Step <u>6</u>	Step <u>7</u>	Step <u>8</u>	Step <u>9</u>	Step <u>10-14</u>	Step <u>15-19</u>	Step <u>20+</u>
Cleaner *	\$12.34	\$12.69	\$13.10	\$13.43	\$13.82	\$14.17	\$14.50	\$14.84	\$15.19	\$15.76	\$15.90	\$16.27
Custodial Worker II * ^	13.82	14.22	14.63	15.01	15.47	15.89	16.29	16.68	17.04	17.66	17.82	18.22
Custodial Worker *	17.35	17.91	18.40	18.97	19.54	20.10	20.67	21.23	21.77	22.61	22.81	23.34
Head Custodian Board Office *	17.69	18.31	18.81	19.40	19.97	20.48	21.10	21.62	22.21	23.08	23.27	23.81
Head Custodian 1st Shift Kensington *	17.99	18.61	19.23	19.78	20.37	20.95	21.51	22.08	22.65	23.59	23.79	24.34
Head Custodian 1st Shift MS/Goldwood*	18.24	18.81	19.40	19.99	20.58	21.14	21.77	22.33	22.97	23.79	24.00	24.55
Head Custodian 1st Shift HS *	18.92	19.53	20.19	20.79	21.40	22.05	22.63	23.29	23.90	24.77	24.98	25.55
Head Custodian 2nd Shift MS/HS *	17.69	18.31	18.81	19.40	19.97	20.48	21.10	21.62	22.21	23.08	23.27	23.81
Custodian Coordinator *	19.10	19.70	20.37	20.97	21.53	22.21	22.81	23.50	24.16	25.13	25.35	25.93
Laborer	12.53	12.91	13.21	13.60	13.96	14.36	14.72	15.06	15.47	16.05	16.16	16.54
Maintenance Repairman I *	17.87	18.40	18.97	19.66	20.19	20.76	21.31	21.92	22.49	23.36	23.55	24.10
Maintenance Repairman II *	18.24	18.81	19.40	19.99	20.58	21.14	21.77	22.33	22.97	23.79	24.00	24.55
Maintenance Repairman III *	18.39	18.97	19.53	20.19	20.79	21.40	22.02	22.62	23.13	24.08	24.29	24.85
Maintenance Technician I *	18.92	19.53	20.19	20.79	21.40	22.05	22.63	23.29	23.90	24.76	24.98	25.55
Maintenance Technician II *	19.10	19.70	20.37	20.97	21.53	22.21	22.81	23.50	24.16	25.13	25.35	25.93
<i>Transportation</i>												
Transportation Aide	12.53	12.91	13.21	13.60	13.96	14.36	14.72	15.06	15.47	16.02	16.16	16.54
Bus Driver	16.94	17.44	18.07	18.61	19.10	19.69	20.21	20.76	21.29	22.11	22.31	22.81
Van Driver	16.94	17.44	18.07	18.61	19.10	19.69	20.21	20.76	21.29	22.11	22.31	22.81
Head Mechanic *	19.10	19.70	20.37	20.97	21.53	22.21	22.81	23.50	24.16	25.13	25.35	25.93
Mechanic *	18.24	18.81	19.40	19.99	20.58	21.14	21.77	22.33	22.97	23.79	24.00	24.55
<i>Food Service</i>												
Food Service Worker	12.69	13.02	13.43	13.82	14.18	14.56	14.95	15.29	15.63	16.19	16.33	16.71
Cook	14.16	14.56	14.98	15.44	15.88	16.26	16.70	17.15	17.55	18.15	18.31	18.73
<i>Secretary</i>												
Secretary ^^	16.85	17.35	17.87	18.39	18.92	19.47	20.00	20.58	21.10	21.87	22.05	22.55
<i>Library/Media Center Assistant</i>												
Library/Media Center Assistant	15.35	15.88	16.36	16.85	17.33	17.79	18.31	18.71	19.22	19.93	20.11	20.34
<i>Receptionist</i>												
Receptionist	14.84	15.31	15.76	16.23	16.68	17.15	17.59	17.99	18.47	19.16	19.32	19.77

\* Possession of a current valid Ohio boiler operator's license or ASE certificate for Master of Medium/ Heavy Duty Truck Technician filed with Human Resources shall entitle the worker to an additional \$ .35 per hour.

^ The Custodial Worker II classification is no longer being used, but is shown here for "grandfathered" employees currently being paid at this classification.

^^ All former Secretary I, II, III-A and III-B classifications are now included in the classification "Secretary" for hourly rate purposes. Reduction-in-Force rules have been "grandfathered" for current employees who were formerly placed within the Secretary I, II, III and IV classifications.

OAPSE July 1, 2018 - June 30, 2019

Effective July 1, 2018 - June 30, 2019 +2%

	Step <u>1</u>	Step <u>2</u>	Step <u>3</u>	Step <u>4</u>	Step <u>5</u>	Step <u>6</u>	Step <u>7</u>	Step <u>8</u>	Step <u>9</u>	Step <u>10-14</u>	Step <u>15-19</u>	Step <u>20+</u>
Cleaner *	\$12.58	\$12.94	\$13.37	\$13.70	\$14.09	\$14.45	\$14.79	\$15.14	\$15.49	\$16.08	\$16.22	\$16.59
Custodial Worker II * ^	14.09	14.50	14.93	15.31	15.78	16.21	16.62	17.01	17.38	18.02	18.17	18.59
Custodial Worker *	17.70	18.27	18.77	19.35	19.94	20.50	21.09	21.65	22.21	23.06	23.27	23.80
Head Custodian Board Office *	18.04	18.68	19.18	19.79	20.37	20.89	21.52	22.05	22.66	23.54	23.74	24.29
Head Custodian 1st Shift Kensington *	18.35	18.98	19.62	20.18	20.78	21.37	21.94	22.52	23.10	24.06	24.27	24.82
Head Custodian 1st Shift MS/Goldwood*	18.60	19.18	19.79	20.38	20.99	21.56	22.21	22.78	23.43	24.27	24.48	25.04
Head Custodian 1st Shift HS *	19.30	19.92	20.60	21.20	21.83	22.49	23.08	23.76	24.38	25.26	25.48	26.06
Head Custodian 2nd Shift MS/HS *	18.04	18.68	19.18	19.79	20.37	20.89	21.52	22.05	22.66	23.54	23.74	24.29
Custodian Coordinator *	19.49	20.09	20.78	21.39	21.96	22.66	23.27	23.97	24.64	25.64	25.85	26.45
Laborer	12.78	13.17	13.47	13.87	14.24	14.65	15.02	15.36	15.78	16.37	16.48	16.87
Maintenance Repairman I *	18.23	18.77	19.35	20.05	20.60	21.18	21.73	22.35	22.94	23.83	24.02	24.58
Maintenance Repairman II *	18.60	19.18	19.79	20.38	20.99	21.56	22.21	22.78	23.43	24.27	24.48	25.04
Maintenance Repairman III *	18.76	19.35	19.92	20.60	21.20	21.83	22.46	23.07	23.60	24.56	24.78	25.35
Maintenance Technician I *	19.30	19.92	20.60	21.20	21.83	22.49	23.08	23.76	24.38	25.26	25.48	26.06
Maintenance Technician II *	19.49	20.09	20.78	21.39	21.96	22.66	23.27	23.97	24.64	25.63	25.85	26.45
<i>Transportation</i>												
Transportation Aide	12.78	13.17	13.47	13.87	14.24	14.65	15.02	15.36	15.78	16.34	16.48	16.87
Bus Driver	17.28	17.79	18.43	18.98	19.49	20.08	20.61	21.18	21.72	22.56	22.75	23.27
Van Driver	17.28	17.79	18.43	18.98	19.49	20.08	20.61	21.18	21.72	22.56	22.75	23.27
Head Mechanic *	19.49	20.09	20.78	21.39	21.96	22.66	23.27	23.97	24.64	25.64	25.85	26.45
Mechanic *	18.60	19.18	19.79	20.38	20.99	21.56	22.21	22.78	23.43	24.27	24.48	25.04
<i>Food Service</i>												
Food Service Worker	12.94	13.28	13.70	14.09	14.47	14.85	15.25	15.60	15.95	16.52	16.66	17.04
Cook	14.45	14.85	15.28	15.75	16.20	16.58	17.03	17.49	17.90	18.51	18.68	19.10
<i>Secretary</i>												
Secretary ^^	17.19	17.70	18.23	18.76	19.30	19.86	20.40	20.99	21.52	22.30	22.49	23.00
<i>Library/Media Center Assistant</i>												
Library/Media Center Assistant	15.66	16.20	16.69	17.19	17.68	18.15	18.68	19.08	19.61	20.33	20.52	20.75
<i>Receptionist</i>												
Receptionist	15.14	15.61	16.08	16.55	17.01	17.49	17.94	18.35	18.84	19.54	19.71	20.17

\* Possession of a current valid Ohio boiler operator's license or ASE certificate for Master of Medium/ Heavy Duty Truck Technician filed with Human Resources shall entitle the worker to an additional \$ .35 per hour.

^ The Custodial Worker II classification is no longer being used, but is shown here for "grandfathered" employees currently being paid at this classification.

^^ All former Secretary I, II, III-A and III-B classifications are now included in the classification "Secretary" for hourly rate purposes. Reduction-in-Force rules have been "grandfathered" for current employees who were formerly placed within the Secretary I, II, III and IV classifications.

## Section 2

Effective on the first day of the term of this collective bargaining agreement, namely, July 1, 2017, the parties agree to the following: (1) a current bargaining unit member who was placed at any step above 1 at the time of his/her hire will be moved to the appropriate step based on the step at the time of hire as an employee in this bargaining unit and his/her years of service as an employee in this bargaining unit; (2) any resulting compensation schedule movement for current bargaining unit members shall be not applied retroactively, and affected bargaining unit members shall not be eligible for any back-pay of any kind; and (3) new employees in the bargaining unit will move step to step based on the step at the time of hire as an employee in this bargaining unit and his/her years of service as an employee in this bargaining unit.

### **ARTICLE 35** **GRIEVANCE PROCEDURE**

Section 1. **Purpose:** It is the intent of the Board and the Association that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Settlements between the parties at any stage short of arbitration shall bind the immediate parties to the settlement, but shall not be deemed precedent in any later grievance proceeding.

Section 2. **Definitions:**

- A. A grievance is an alleged violation, misapplication, or alleged misinterpretation of a specific Article or Section of this Settlement Agreement.
- B. "Days" shall refer to calendar days.
- C. An "aggrieved party" is the Employee, or group of Employees who submit a grievance, or on whose behalf it is submitted, and the Association.

Section 3. **Submission Requirements:**

- A. When a written grievance is provided for under the grievance procedure hereinafter, it shall be submitted in writing on a form provided by the Division of Human Resources and/or Association, and shall identify the aggrieved party, the specific Article and Section of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance occurred or existed, the identity of the person(s) responsible for causing such events or conditions (if known), a general statement of the grievance, and the specific redress sought by the aggrieved party. No ground or Article and Section of the Agreement not expressly included in the written grievance may thereafter be advanced, argued or relied upon during the processing of that grievance under this Article.

- B. An Employee or group of Employees may submit grievances which affect them personally.
- C. The Association may submit a grievance on its own behalf.
- D. The aggrieved Employee or Employees may, at his or their own option, be represented during the grievance procedure by Association, but may not be represented by any other person or organization.
- E. In the event an aggrieved Employee chooses to have a grievance processed without the participation of the Association, the Employee shall be entitled to do so, but in that event the following shall apply: such Employee shall be liable for any expenses incurred therein. A written copy of the grievance will nonetheless be sent to the Association's President when the written grievance is submitted and a written copy of the final settlement of the grievance, if any, will be sent to the Association's President as soon as it is reached.
- F. The time limitations set forth hereinafter for the submission of a grievance at any Step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed an abandonment of that grievance.

Section 4. Grievance Procedure:

- A. Step One. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with his/her immediate superior.
- B. Step Two. If the grievance is not resolved satisfactorily under Step One, the aggrieved party may submit the grievance in writing to the Executive Director of Human Resources and Support Services not later than fifteen (15) days after the occurrence of the event upon which the grievance is based. The Executive Director of Human Resources and Support Services shall confer with the aggrieved party and one member of the Association who is an Employee of the school district and who is designated by the President of the Association with respect to the grievance, and shall deliver to the aggrieved party a written statement in response to the grievance no later than five (5) days after such conference.
- C. Step Three. If the grievance is not satisfactorily resolved at Step Two, the aggrieved party may submit a copy of the written grievance to the Superintendent of Schools not later than five (5) days after receipt of the answer under Step Two. The Superintendent of Schools, or his designated representative shall confer with the aggrieved party and two members of the Association, one of whom is an Employee of the school district and who is designated by the President of the Association, and shall deliver to the aggrieved party a written statement of position not later than five (5) days after such conference.
- D. Step Four. If the grievance is not satisfactorily resolved under Step Three, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Three, refer the grievance to arbitration by requesting that the

American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent and to the President of the Association. Upon receipt of the names of the proposed arbitrators, the designee of the Superintendent and a designee of the Association shall strike names from the list until one ultimately is designated as the arbitrator.

- E. The arbitrator's report will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The report must be based upon some express provision of this Agreement, and the arbitrator shall have no authority to add to or subtract there from, by implication or otherwise.
- F. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on the Association, its members, the Employee or Employees involved and the Board.
- G. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above, it shall be final and binding on the Association, its members, the Employee or Employees involved, and the Board.
- H. Cost of Arbitration. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association or the grievant if the Association has chosen not to process the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**ARTICLE 36**  
**NEGOTIATIONS PROCEDURE**

Section 1. Purpose: The purpose of this Article is to establish an orderly procedure for negotiations between the Board of Education of the Rocky River City School District (hereinafter called "Board") and the Ohio Association of Public School Employees (O.A.P.S.E.), and its Chapter #381, (hereinafter called "Association").

Section 2. Scope of Negotiations: The scope of negotiations shall be limited to wages, hours and terms and conditions of employment.

Section 3. Initiation of Negotiations: Unless representation has been challenged pursuant to O.R.C. 4117.04 and 4117.07, either the Board or the Association may initiate negotiations by serving written notice to the other party not more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of this Agreement. At the same time that the notice is filed, the Association and Board will notify the State Employment Relations Board (SERB) of the offer to negotiate and will provide SERB with a copy of this Agreement, together with a statement that the parties shall utilize, if necessary, the impasse procedures identified in Section 11 of this Article. No negotiations meeting shall begin prior to the one hundred twentieth (120th) day before the expiration of this Agreement in the year in which this Agreement expires. The parties shall hold their first negotiations session no later than October 30<sup>th</sup> of said year.

- Section 4. **Meetings:** All meetings shall be mutually scheduled. The date, time and place for the next meeting will be established before adjournment of each meeting.
- Section 5. **Representation:** Each party shall have full authority to choose its own negotiating members. The negotiating team of the Board shall meet with the negotiating team of O.A.P.S.E. to negotiate in good faith. Each negotiating team shall be limited to five (5) members each, plus either a consultant or an Association Representative. The parties shall insure that their negotiating teams shall be clothed with all necessary authority to make proposals, counter-proposals, and consider proposals and counter-proposals in the course of negotiations, subject always to ratification by the Association and formal adoption by the Board.
- Section 6. **Exchange of Information:** During the period of negotiations, the Board and the Association may provide each other, upon written request, all public information it regularly and routinely prepares concerning the issue(s) under consideration.
- Section 7. **News Releases and Public Statements:** Should either party to the negotiations issue a news release or public statement during the period of negotiations, that party will provide the other a written copy of the text of said news release or statement prior to its being made public.
- Section 8. **Submission of Issues:** All proposals for negotiation shall be submitted in writing by the Association to the Board at the first meeting.
- Section 9. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiating team. It is understood that such signing or initialing shall be tentative only, subject always to further developments in negotiations on other matters and/or to final agreement on all proposals.
- Section 10. When agreement is reached on all proposals, the agreement shall be reduced to writing and promptly submitted for ratification by the Association. Upon such ratification it will be submitted to the Superintendent for his submission to the Board at its next regularly scheduled meeting, unless the meeting comes within 72 hours, for adoption by formal resolution and will be entered into the minutes of the Board, whereupon the term of the agreement shall be effective. No Agreement will be considered effective unless and until ratified by the Association members and adopted by formal resolution by the Board.
- Section 11. **Impasse Procedure:** If agreement on all issues is not reached within fifty-one (51) days prior to the expiration of this Agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) that the services of a mediator will be required to assist in negotiations and shall thereby submit the issues in dispute to the FMCS. Such notice shall also be sent to the State Employment Relations Board and shall state that the parties agree that the use of a mediator from FMCS shall be the sole dispute resolution of the parties. Once submitted, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the discretion of the mediator.
- Section 12. Nothing in this Article shall be subject to Article 35 Grievance Procedures.

**ARTICLE 37**  
**DISCIPLINARY PROCEDURE**

- Section 1. An Employee shall be subject to suspension without pay, demotion, or discharge by the Board for just cause. At a disciplinary hearing for suspension without pay, demotion or discharge, the Employee shall have the right to representation by O.A.P.S.E.
- Section 2. Such disciplinary action involving suspension without pay for more than one (1) day, demotion, or discharge shall be subject to the grievance procedure set forth in this Agreement. Suspension without pay for one (1) day or less shall not be subject to the grievance procedure.
- Section 3. It is specifically agreed by the Association and the Board that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for an Employee suspended, demoted or discharged under the provisions of this Agreement, and shall prevail over civil service laws. Accordingly, the parties agree that neither the Rocky River Civil Service Commission nor the State Personnel Board of Review shall have any jurisdiction to hear appeals relating to such disciplinary action.

**ARTICLE 38**  
**PROBATION AND CONDITIONAL EMPLOYMENT**

All Employees shall serve a probationary period during the first six (6) months of employment with the Board of Education and shall not be required to serve more than one probationary period while continuously employed by the Board. Notwithstanding Article 37, Disciplinary Procedure, an Employee may be terminated without cause at any time during the six-month period.

All Individuals who are new to the District shall be conditionally employed until the Board receives a criminal background records check from the Bureau of Criminal Identification and Investigation. If the criminal background records check indicates such Individual does not qualify for employment as defined in Ohio Revised Code Section 3319.39, or any other similar applicable statute, the Individual shall be informed that he or she has been released from Conditional Employment. Within five calendar days of receipt of such notice, the Individual may submit a request in writing to meet with the Superintendent to discuss the Individual's release from Conditional Employment. Within ten calendar days of the Individual's request, the Superintendent or the Superintendent's designee shall meet with the Individual. No Individual release from Conditional Employment under this Section (nor the Association on the Individual's behalf) shall have the right to bring a grievance or request arbitration or bring any other statutory termination proceedings.

**ARTICLE 39**  
**ESTATE PAYMENT**

In the event of the death of an Employee, the Employee's estate shall be entitled to any and all monies the Board owes the Employee including, but not limited to, severance payments under Article 22 and compensation at the Employee's current rate of pay for all lawfully accrued and unused vacation leave to the Employee's credit for the two (2) years immediately preceding death.

**ARTICLE 40**  
**PERSONNEL FILES**

- Section 1. The personnel file for each Employee shall be maintained by the Board. This shall be the only official file. Upon arranging a conference with the Superintendent or his/her designee, an Employee has the right to review all items in his/her file except those items pertaining to conditions of initial employment and letters of reference and recommendation. Upon request, the Employee shall be furnished copies of all information contained in the file. There will be no charge for copies unless the number of pages exceeds one hundred fifty (150). If the number of pages exceeds 150, the cost will be \$.02 per page for all pages copied.
- Section 2. Copies of all other inclusions in the personnel file must be sent to the Employee.
- Section 3. An Employee may attach a statement of clarification, explanation or rebuttal to any item in his/her personnel file.
- Section 4. No Employee Evaluation Report will be placed in the Employee's personnel file before the Employee has been given an opportunity to discuss the report with the evaluator. The Employee will sign the Employee Evaluation Report but such signature will indicate only that the Employee has read the report.
- Section 5. An Employee may request the removal of any item, including disciplinary personnel matters, from his/her file on grounds that any such item is inaccurate, irrelevant, untimely or incomplete. However, the decision regarding whether to remove any item remains solely within the discretion of the Board.

**ARTICLE 41**  
**WORKERS' COMPENSATION**

Any Employee who becomes injured in the course of employment shall report the injury to the Employee's supervisor as soon as possible. Employees will be entitled to Workers' Compensation as offered by the State of Ohio. The Board will have available at the Human Resources Office application forms and informational pamphlets published by the Ohio Bureau of Workers' Compensation. Any Employee desiring additional information may contact the Ohio Bureau of Workers' Compensation at (216) 787-3050.

**ARTICLE 42**  
**ADMINISTRATION INITIATED RECLASSIFICATION**

The Board will provide the O.A.P.S.E. President reasonable advance notice whenever the District plans to reclassify an Employee covered by the party's collective bargaining agreement from his or her current job classification to a higher, pre-existing classification due to a change in the individual's job duties which warrants such reclassification. If the Local has any questions concerning the reclassification, they may be raised at that time.



**ARTICLE 43**  
**OCCUPATIONAL SAFETY AND HEALTH**

- Section 1. The parties desire to first deal with safety and health complaints internally to attempt to address and correct any health or safety concerns. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) working day opportunity to resolve the complaint.
- Section 2. Before exercising his or her right to refuse to work pursuant to Ohio Revised Code Section 4167.06 because of a condition which the Employee acting in good faith reasonably believes presents an immediate danger of death or serious harm to the Employee, the bargaining unit member will immediately notify his or her supervisor of the condition. The Employee may be temporarily reassigned while the condition is being investigated and/or corrected.
- Section 3. A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Ohio Revised Code may only use the grievance procedure in this Agreement as the means for asserting such a claim.

**ARTICLE 44**  
**FOOD SERVICE WORKERS**

Extra hours for the Food Service Worker classification at a particular building shall be offered on a rotating basis among the Food Service Workers assigned to that particular building. The rotation cycle will begin at the top of the seniority roster.

**ARTICLE 45**  
**SUPERINTENDENT/BARGAINING UNIT FORUM**

There shall be a Superintendent/Bargaining Unit Forum established to meet quarterly to discuss matters other than individual grievances or issues specific to a single job classification. Proposed agenda items must be exchanged one (1) day prior to any scheduled meeting. Both the Manager and the Employee must agree that the agenda item is unresolvable at the department level, or the item may be placed on the agenda by the Superintendent. No more than three (3) representatives, each from different Job Sequences within the Bargaining Unit, and no more than two (2) representatives from the Board shall be permitted to attend unless otherwise mutually agreed by the parties. The Association shall have the responsibility to ensure that all Job Sequences' interests within the Bargaining Unit are considered at the Forum. Quarterly meetings may be postponed or canceled if mutually agreed.

**ARTICLE 46**  
**UNION LEAVE**

A maximum of two (2) bargaining unit members shall have the right to release time as professional business days for O.A.P.S.E. Local Delegates to attend O.A.P.S.E. Annual Conferences, not to exceed a total of three (3) days for each of the two bargaining unit members per year for attendance at such Conference with regular pay. In addition, the Union President shall be allowed three (3) additional days for Union Business. Application for Union Leave day(s) shall be made at least three (3) days prior to the day(s) for which Union Leave is requested.

**ARTICLE 47**  
**FAMILY MEDICAL LEAVES OF ABSENCE**

Employees may utilize FMLA leave in accordance with applicable federal law and Board Policy.

**ARTICLE 48**  
**CUSTODIAL & MAINTENANCE DEPARTMENT**

Section 1. As demonstrated in the chart below, Employees will be offered overtime custodial and maintenance work in a particular sequence, which takes into account an Employee's seniority, qualifications and interest in performing overtime work. The chart below shall be followed for each work event requiring overtime unless (a) a bargaining unit member elects not to be called, (b) through a written notice on a monthly non-availability form; or (c) a bargaining unit member needs additional time to complete an assigned task, which has already been started. In June, custodians who are assigned to more than one building must pick a target building for the year. This target building will be the building where this custodian will be assigned for overtime purposes.

<b>WHO GETS CALLED</b>	<b>CUSTODIAL WORK OT Call Sequence</b>	<b>MAINTENANCE WORK OT Call Sequence</b>
Head Custodian 1 <sup>st</sup> Shift Target School	1	3
Head Custodian 2 <sup>nd</sup> Shift Target School	2	4
Custodial Coordinator Target School	3	11
Custodial Worker by Seniority Target School	4	5
Cleaner by Seniority Target School	5	6
Head Custodian 1 <sup>st</sup> Shift by Seniority Other Schools	6	7
Head Custodian 2 <sup>nd</sup> Shift by Seniority Other Schools	7	8
Custodial Worker by Seniority Other Schools	8	9
Cleaner by Seniority Other Schools	9	10
Maintenance Workers by Seniority	10	2
Maintenance Workers by Skill-Seniority		1

NOTE: Call schedule for Board Office will begin with Block 6 (Head Custodian by Seniority), and sequence down the list as usual.

Section 2. An employee called into work by the security company or the Rocky River Police or Fire Department at a time he or she is not regularly scheduled to work shall receive a minimum of two and one-half (2-1/2) hours pay at time and one-half (1-1/2) of his or her regular hourly rate. The building head custodian shall first be called and if not available, then the custodial workers shall be called in accordance with the overtime call sequence outlined above.

**ARTICLE 49**  
**ASSAULT LEAVE**

Assault is defined as the intentional causing of physical harm to another.

Section 1. An Employee who is absent from work due to physical disability directly resulting from an unprovoked assault by a student or parent, which occurs in the course of employment by the Board while on duty either on school grounds during school hours or where the Employee is required to be in attendance at a school-sponsored function, may be eligible to receive assault leave as determined by the Superintendent/designee pursuant to this Section and Section 2. Assault leave may not extend beyond thirty (30) working days per school year.

Section 2. To be eligible for assault leave, the Employee must:

- A. As soon as practicable, notify the responsible administrator or the Superintendent that an assault has occurred; and
- B. Receive a certificate from the physician stating the Employee has a disability that prohibits the employee from performing his/her assigned duties and the anticipated duration of the disability will be submitted before assault leave can be authorized. The Board reserves the right to verify the certificate from the Employee's physician by requiring the Employee to receive a physical examination from a physician approved by the Superintendent/designee. The Board shall pay the full cost of such a physical examination. If the Employee's physician and the Board's physician disagree, the two physicians shall select a third physician whose opinion shall be final. The cost of the third physician shall be shared equally by the board and the Employee.
- C. Deliver to the Treasurer or cause to be delivered to the Treasurer a statement signed by the Employee on forms prescribed by the District which shall indicate the incident, the nature of the injury, the date of the occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and, if medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and the duration, and a statement of willingness of the Employee to cooperate with the Board in any legal action against the assailant.
- D. File or cause to be filed a claim with the Bureau of Workers' Compensation; if Workers' Compensation benefits are granted, the amount of these benefits will be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board.

Section 3. Where the Employee exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the Employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the board. Where the assaulted Employee becomes eligible for benefits under School Employees Retirement System because of any disability or because age or where the Employee's employment by the District ceases, this leave provision shall no longer apply.

Section 4. While seeking a medical diagnosis and/or certification, the Employee will be paid sick leave; however, if assault leave is granted, it will be retroactive to the day of the assault and all sick leave credit will be restored to the Employee.

Section 5. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination under ORC 3319.16.

**ARTICLE 50**  
**FLEXIBLE SPENDING ACCOUNT**

Tax Sheltering Cafeteria Plan

This plan allows employees to tax shelter costs that they pay for insurances, unreimbursed medical expenses, and child/dependent care expenses. The Board will make available to the employees a legally compliant plan to include the following:

Premium pass-throughs;

Unreimbursed medical expenses; and child/dependent care expenses.

This salary reduction plan will not affect the S.E.R.S. contributions made for Employees.

**SIGNATURES:**

The Negotiating Teams of the Board and the O.A.P.S.E. have set their hands to this Agreement attesting to O.A.P.S.E. membership ratification and Board approval as of the date set forth in Article 2 herein.

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Kathleen Goepfert, President  
Board of Education

**BOARD NEGOTIATING TEAM**

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Michael G. Shoaf

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Elizabeth Anderson

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Samuel Gifford

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Greg Markus

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Dan McIntyre

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Joan Zeager,  
President, Association of Public School  
Employees, Chapter 381

**O.A.P.S.E. NEGOTIATING TEAM**

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Frank Avalos

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Robert Hazeldine

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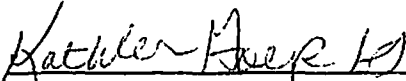
Rose Rowe


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Matthew Lark,  
O.A.P.S.E. Field Representative

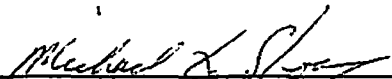
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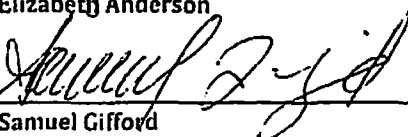
  
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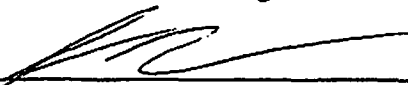
  
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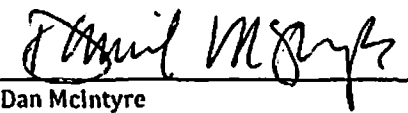
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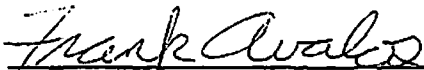
  
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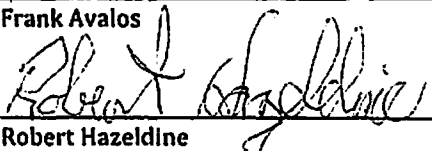
  
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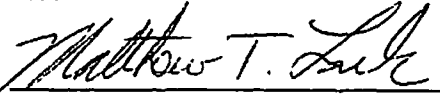
  
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