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AGREEMENT

between

the

Tri-Village Local School District

and

Ohio Association of Public School Employees

Chapter #483

AFSCME, AFL-CIO

Effective

July 1, 2017

through

June 30, 2020



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PREAMBLE

The Tri-Village Board of Education, hereinafter referred to as the "Board", and the Tri-Village School Employees Association, Ohio Association of Public School Employees/AFSCME, AFL-CIO on behalf of Chapter #483, hereinafter referred to as the "Association", do hereby agree that the welfare of the children of the Tri-Village Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this

Agreement, as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all the negotiated items that are in effect throughout the term of said Agreement.

ARTICLE 1 **MANAGEMENT RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and

discretions in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2 **RECOGNITION**

Section 1. Recognition

The Association of, is hereby recognized as the sole and exclusive bargaining agent for the bargaining unit herein defined.

Section 2. Unit Defined

The Bargaining unit shall consist of employees assigned to the classifications listed below

- Aide
- Bus Driver
- Custodian
- Food Service
- Secretary
- Lunchroom Supervisors

Section 3. Exclusions

All employees whose classification is not listed under Section 2 above shall be excluded from the bargaining unit.

1. Those classifications which, on the effective date of this Agreement, are represented by other established bargaining units.
2. Temporary, seasonal and part-time employees other than regular part-time employees. For the purposes of this Section, a part-time employee is defined as an employee not hired to fill a posted full time position. With the exception of bus drivers, any employee hired after July 31, 2013 must work six (6) hours per day to be considered a full-time employee.
3. Confidential, management and supervisory employees below:
 - Transportation Coordinator
 - Executive Administrative Assistant
 - EMIS Coordinator/ Administrative Assistant
 - Assistant to the Treasurer
 - Custodial/Maintenance
 - Food Services Supervisor
 - Any Supervisor Position

Section 4. Dues Authorization

1. The Board agrees to deduct the regular periodic union dues of employees who individually, and voluntarily certify in writing that they authorized such deductions. Said deductions shall be made within thirty (30) days, and in equal monthly installments over the nine (9) months of the school year, or the remaining months of the school year. Said dues shall be submitted to the State OAPSE Treasurer with a list of those employees for whom payment is made, amount deducted and a copy of the list shall be submitted to the local Chapter 483 treasurer. The authorizations shall remain in effect until written revocation is sent to the Board Treasurer with a copy to the State Association Treasurer.

The 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 any authorization for dues deducted and/or submission to the Association.

2. The Board agrees to deduct from the wages of any employee a contribution to PEOPLE (Public Employees Organized to Promote Legislative Equality) as provided for in a written authorization provided by the Association. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Association.

The Board agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Association agrees to provide the Treasurer with information needed for adequate accountability. All state, federal, and IRS regulations will be followed.

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following rights:

1. Advance copy of Board agendas
2. Copy of official minutes of Board meetings
3. Use of designated bulletin boards
4. Advance knowledge of position vacancies for the positions set forth in Article II
5. Use of school buildings for Association meetings in accordance with Board Policies on the use of the buildings and with the prior approval of the Superintendent or his/her designee.

ARTICLE 4
NON-DISCRIMINATION

1. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
2. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex or political affiliation.
3. Any employee allegation of discrimination due to race, color, religion, sex, age, national origin, handicap, or Association activity shall be pursued in accordance with state and/or federal law but shall not be subject to the grievance procedure.

ARTICLE 5
SAVINGS CLAUSE

This Agreement is subject to all existing and applicable State or Federal laws and Board policies, provided that should any change be made in any State or Federal laws or Boards policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 6
NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.
- C. In the event the employees of the Board, in any employee unit represented by any labor organization, professional association, or by the Association, engages in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

ARTICLE 7
DISCIPLINE

- A. Except for contract termination, disciplinary actions affecting an employee shall be administered with the intention of improving the employee's performance.
- B. All disciplinary hearings involving oral reprimands, written reprimands, suspensions without pay, demotions and contract termination shall be done in private.
- C. Suspensions without pay, demotions and contract terminations shall be for just cause only. Contract non-renewal shall not be considered as a disciplinary action.
- D. In the event it is intended that an employee is to be suspended without pay, demoted, or have his/her contract terminated, the employee shall receive a written notice of charges and given the opportunity to have a hearing before a supervisor or administrator. The employee shall have the right to be represented at the hearing.
- E. Following the hearing referenced above, the Hearing Officer shall make a recommendation to the Board of Education who shall act on said recommendation. The Board of Education shall not conduct an additional hearing but shall have the right to sustain or modify the recommended action.
- F. The decision of the Board of Education shall be final except that said decision may be appealed within ten (10) calendar days of said decision by the Association filing a Notice of Intent to Appeal to the Superintendent.
- G. Following receipt of the Notice the parties shall file a joint request to the Federal Mediation and Conciliation Service to nominate a panel of Referee's from which the parties shall select a Referee by using an alternate striking method. The Referee shall be empowered to sustain or modify the decision of the Board of Education and said decision shall be final and binding on all the concerned parties. The Referee shall have no authority to add to, modify or amend the provisions of the Collective Bargaining Agreement. Costs of the Referee shall be shared equally by the Board and the Association.
- H. The procedure contained herein replaces the disciplinary procedure set forth in R.C. 3319.081.

ARTICLE 8
JURY DUTY

An employee required to serve on a jury before a court empowered by law to require such service shall be excused from duty without loss of pay or sick leave for the time required for such service, provided however,

- 1. Such paid leave shall not exceed thirty (30) days each contract year.
- 2. All fees received for jury duty while on such excused leave shall be turned over to the Board upon payment to the employee by the court.
- 3. Whenever possible, an advanced notice of such leave is given to the appropriate supervisor not less than forty-eight (48) hours prior to commencement of such leave.

Voluntary jurors shall not be covered by the no loss of pay or sick leave provisions contained herein.

Employees are expected to be at work during their normal duty hours if they have been excused from serving as a juror on any given day.

ARTICLE 9 **PERSONAL OR EMERGENCY LEAVE**

Employees shall be granted a maximum of three (3) days per calendar year, which are not cumulative, for Personal or Emergency Leave.

Personal Leave is defined as personal or emergency business which cannot be done before or after school or on a non-school day.

Requests for personal or emergency leave shall be made two (2) days in advance by entering the leave in Employee KIOSK.. However, it is recognized that an emergency may arise and the applicable administrator may grant personal or emergency leave without the requested information entered into the KIOSK system beforehand. The employee will be required to enter the absence in the KIOSK system upon return from leave.

RESTRICTIONS ON THE USE OF PERSONAL LEAVE

Personal leave may not be taken on the following occasions unless extenuating circumstances or an emergency merits approval of the Superintendent or his/her designee. Leave requests hereunder shall not be unreasonably denied.

1. No personal leave will be granted on the first and last day of the school year, except for graduation exercises if employee is the immediate family.

PAYMENT IN LIEU OF PERSONAL LEAVE

If personal leave days (or portions thereof) are not used by the employee, that employee shall receive payment in lieu of. The amount being 80% of the employee's contracted hours, current pay step and time not used. Payment will be made the second pay in September, after the school year in which the personal days could have been used.

PERFECT ATTENDANCE INCENTIVE

Bargaining unit members shall be paid for perfect attendance incentive based on non-use of sick leave, deduct and personal leave days within a contracted year. A payment of \$300 for perfect attendance will be paid by the second pay in September after the school year in which sick, personal leave and dock days could have been used.

ARTICLE 10 **PROFESSIONAL LEAVE**

At any time an employee hereunder is required by the Board to attend out-of-District workshops and/or seminars designed to assist the employee in the performance of his/her work, approved expenses for such participation shall be reimbursed to the employee upon submission of receipts and in accordance with Board policies governing the payment of such expenses.

ARTICLE 11
CUSTODIANS

When the building is in use during non-school hours and it is determined that there is a need for a custodian to work overtime, such overtime shall be offered on a rotating seniority basis. In the event it is necessary to assign overtime work, the appropriate administrator shall make the assignment, on a rotating seniority basis, to the custodians after exhausting the above procedure.

Custodians will accept overtime pay, no compensation time will accrue. A one hour minimum will be recognized when performing overtime work.

ARTICLE 11.1
CALAMITY DAYS

After the permitted five (5) calamity days, unless the district is on a Level III emergency, twelve month classified personnel are expected to report to work for the day shift (i.e. summer hours for custodians) or they may remain away from work and use their personal days, vacation or deduct for their normal pay.

E-DAYS

Hours on an E-day that are eligible to be made up, will be based upon calendar approval from the direct supervisor and duties that fall under the classified job description umbrella. Hours on an E-day that are not made up will be deducted over a stretched period. Each day of hours shall be stretched so only one day of work shall be deducted from any one paycheck.

ARTICLE 11.2
THREE HOUR DELAY

A three (3) hour delay will not cause a loss in pay to a bus driver if the delay time conflicts with a scheduled field trip.

ARTICLE 11.3

If the dispensing of medication or any action that can be considered a long term medical procedure is to be performed by a bargaining unit employee, that employee has the right to refuse, if the employee is uncomfortable or untrained. The refusal shall be in writing.

ARTICLE 11.4

Employees shall be offered at least partial hours if no substitute can be found for their classification.

ARTICLE 12
TRANSPORTATION

Section 1 Substitutes

The appropriate administrator shall make a good faith effort to obtain an adequate number of substitute drivers on a list for replacement of permanent drivers during the absence of such permanent drivers. Said substitutes shall be called in accordance with the practices and procedures established by the Board or its designee.

Section 2 Reporting

The driver shall give notice of intended absence at least twenty-four (24) hours in advance to the Transportation Supervisor, whenever possible.

Accurate time study sheets shall be submitted by the second Friday of each September. After the September submittal, each driver will resubmit a time study to the Transportation Supervisor each time a student is added or subtracted that causes a five (5) minute difference with the route. The Transportation Supervisor should be notified within 48 hours of the five minute incremental change to the route.

Section 3 Field Trips

During the winter athletic season after school trips with a trip of 7 students shall be rotated among regular driver's before substitute drivers are assigned even if the field trip conflicts with the driver's regular route. The rotation will be based on seniority. Drivers assigned a field trip must notify the transportation supervisor 48 hours in advance of the trip if the driver is unable to fulfill the assignment. Failure to notify the supervisor will result in a suspension from the rotation for 30 calendar days (summer months excluded). Emergency situations shall be submitted to the Superintendent for review.

During fall and spring athletic seasons the Transportation Supervisor reserves the right to assign field trips (defined as a trip involving 7 or more students) and consideration will be made that an assignment does not exceed forty (40) hours in one week. If the total hours for the eligible driver will exceed 40 hours, the transportation Supervisor may offer the field trip to the next eligible driver who will not exceed the 40 hour work week by accepting the trip. In emergencies or where it becomes impractical to identify an eligible driver, a substitute may be called. Regular routes take precedence over any additional extracurricular runs. Drivers assigned a field trip must notify the transportation supervisor 48 hours in advance of the trip if the driver is unable to fulfill the assignment. Failure to notify the supervisor will result in a suspension from the rotation for 30 calendar days (summer months excluded). Emergency situations shall be submitted to the Superintendent for review.

Overnight field trip drivers shall receive a minimum of 8 hours per day or actual driving time whichever is greater, with a private room provided.

A pay calculation worksheet will be included in the pay envelope of the employee upon request by the employee.

Section 3.1

The JH/HS MD program bus trips shall be exempt for service project trips and therapy trips.

Section 4 Warm-up

Drivers for regular trips shall be paid an additional 8/10 of one (1) hour daily for gassing, clean-up, warm-up and other assigned duties. If a field/athletic trip driven by a regular driver originates beyond the time of a normal school day, and it is necessary for the driver to exchange buses, then the driver must conduct a thirty (30) minute maintenance, cleaning, fueling, and inspection routine and include this time in the driving time for the trip. For regular drivers driving field and athletic trips inside of the school day, such maintenance, cleaning, fueling, and inspection times are covered within the forty-eight (48) minutes per day allocated for such tasks.

Section 5 "Special Trips"

Certain special trips must be driven inside the school district where students and teachers are driven to destinations where instruction takes place on a regular (daily or weekly) basis. For the drivers of such trips, there is no layover. These trips shall be bid as regular routes and as posted.

Section 6 Summer School

Summer School transportation shall be bid. The most senior, qualified driver, bidding on the position will be awarded the position.

**ARTICLE 13
PERSONNEL FILES**

- A. Personnel files shall be available for inspection in accordance with Ohio law. Reprimands shall be removed from an employee's file, upon request, after two (2) years of the last occurrence of the related incidents as long as the removal of those documents does not violate Ohio law.
- B. Personnel authorized to have access to personnel files shall include the Treasurer, administrators, supervisors, employees of the State Department of Education and Office of the Auditor, Board members, law enforcement personnel, the individual and/or others as may be authorized by the individual.
- C. Individuals, other than authorized personnel shall be permitted access to review personnel files provided a written request to review the files has been made at least forty-eight (48) hours in advance of the review. A copy of the written request will be sent to the employee(s) whose file is to be reviewed at least twenty-four (24) hours in advance of the review.
- D. A review of the material exempted from inspection under R.C. 149.43 shall not be permitted.
- E. The personnel file maintained by the Superintendent shall be the official file of each employee.

**ARTICLE 14
GRIEVANCE PROCEDURE**

A. Definitions

- 1. A grievance is a complaint of an employee covered hereunder or the Association involving the alleged violation of a provision(s) of this Agreement.
- 2. A grievant shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
- 3. No grievance may be filed concerning a matter which may be made the subject of a charge with a State or Federal Agency.
- 4. Any action by the Board to terminate, renew or not renew the contract of any employee, whether such employee is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. Procedure

Step I - Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) calendar days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) calendar days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II - Formal Procedure

If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the appropriate supervisor within five (5) days after the informal hearing. The appropriate supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The appropriate supervisor shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

Step III - Superintendent

If a satisfactory solution is not effected, the Association may invoke Step III in writing and present same to the Superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within five (5) days of receipt of the grievance. The Superintendent or his/her designated representative shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward to the concerned parties within five (5) days from the time of the hearing.

Step IV - Advisory Arbitration

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within five (5) work days, the Association President may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step IV within ten (10) work days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties shall submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expense incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor make any award which is inconsistent with this Agreement or contrary to law. The decision of the arbitrator shall be advisory on the grievant, the Association, and the Board.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action.

C. Miscellaneous Provisions

1. The aggrieved employee, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation.
2. A grievance may be withdrawn at any level without prejudice and not made part of the employee's file.
3. If the employee and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
4. If the administrator does not abide by the time limits set forth, the employee filing the grievance and/or the Association may proceed to the next step.
5. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
7. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.

ARTICLE 15 **WAGES**

Wage rates for employees covered hereunder shall be as set forth in Addendum #1.
Field trip rate shall be \$12.75 per hour with a cap of \$175.00 per field trip.

Wage rates for classified employees will consist of the following increase in base salary with experience steps:

2017-2018 – 4%
2018-2019 – 4%
2019-2020 – 4%

At the request of either party made after March 1, 2020, the issues of salary and language shall be reopened and bargained for fiscal year 2021. Request for negotiations pursuant to this reopener shall be in writing.

ARTICLE 16 **INSURANCE**

Employees are eligible to enroll in a PPO plan of hospital, surgical, and medical insurance. There will be a Core Plan only. The Board shall contribute 90% of the monthly single premium and 80% of the monthly family premium for those employees enrolled in the medical plan.

1. For any employee covered by a single policy and enrolled on or after May 1, 1995, and

who withdraws from the plan effective September 1, of any contract year, and remains out of the plan for each year of this agreement, the Treasurer shall pay the sum of \$500 at the end of each year of the agreement.

2. For any employee not enrolled in either a single plan or family plan or covered by a family plan, and who remains out of the single plan for each year of this agreement, the Treasurer shall pay the sum of \$500 as provided in Section 1 above.
3. Any newly hired employee during the term of this agreement shall be given the option of participating in either the single or family plan, or be paid the sum of \$500 by the Treasurer for non-participation in the plan as provided in section 1 above, with any partial year of service being paid on a prorated basis.
4. Such coverage shall be subject to the plan provisions as described in the summary plan description and such coverage shall be further subject to the coordination of benefits and subrogation provisions of such summary plan description.
5. The Board shall, for a period not to exceed two (2) years, continue to carry on payroll records any employee whose sick leave accumulation has expired or who is on a disability leave of absence or an approved leave of absence, for the purpose of Group Hospitalization, Surgical and Major Medical Insurance. In order to be eligible for such benefit, the employee must pay the applicable monthly insurance premium to the Treasurer by the first day of every month.
6. The insurer(s) providing the within coverage shall be at the choice of the Board. The Association shall be given sixty (60) days notice of any potential change in the choice of the insurer(s). The Association shall have the right to review the terms of any new carrier's coverage and submit a written report of its review to the Treasurer within thirty (30) days of such notification.
7. Health insurance (medical, dental, vision, and life) benefits will terminate upon employee's retirement date.
8. Pro-rated Insurance – For any employee hired after July 1, 2014 except **regular route bus drivers** and any employee who retires from a higher paying position and remains in their lower position after July 1, 2014 will be eligible for pro-rated insurance for those individuals working less than six (6) hours per day. Pro-rated insurance will be calculated as follows: the percentage of the premium for such medical insurance to be paid by the Board shall be ninety percent (90%) of a single plan and eighty percent (80%) of a family or employees plus kids plan multiplied by the fraction expressed as a number of hours such employee is regularly scheduled to work divided by six.
9. Food Service employees are eligible for single insurance benefits or single pro-rated insurance benefits only.

Specifications of the PPO Plan* include:

CORE OPTION PLAN	
	Copays
Office Visit	20
Urgent Care	35
ER	75
Rx	10/20/30 Generic / brand name / non-formulary
Co-Insurance	80/20

Annual Deductibles

Single/Family Deductible – In Network	\$200 / \$400
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Out of Pocket Max

Single/Family - In Network	\$2,000 / \$4,000
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***The plan is fully described in the Summary Plan Description**

The Board agrees to provide each employee with a life insurance policy valued at \$20,000.

The Board will provide at no cost to the employee a vision insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative wherein, as of the ratification date of this agreement, the agreed upon plan calls for an eye exam and lens replacement every twelve (12) months and new frames every twenty-four (24) months, with a split co-pay of \$ 10/25 for these services. Medically necessary contact lenses are covered in full. If the employee chooses to receive services outside the provided plan, they will be reimbursed according to the provided plan's reimbursement schedule. The plan is fully described in information available from the EPC.

The Board shall contribute 80% of the total monthly premiums for those employees enrolled in the basic and ortho dental insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative. The employees' share of premium will be more for the family plan than for the single plan.

There will be no restrictions regarding what Dentist you go to.

An employee must notify the Treasurer in writing or by email by September 1 if they would like to add or drop dental insurance for the current school year. If an employee chooses to opt out of the dental plan, they will be paid \$100 by the second pay in July, following the school year they would have been enrolled in the dental plan. Anyone hired after the September 1 deadline shall be given the option of participating in the dental insurance plan, or be paid the sum of \$100 by the Treasurer for nonparticipation in the dental plan, with any partial year of service being paid on a prorated basis.

You can choose to opt out of either medical and/or dental insurance or both

PLAN:

1. 100% preventive (two (2) cleaning/exams per year plus x-rays once a year).

No Deductible * *

2. 80% basic restorative **
3. 50% major restorative **
4. Annual deductible on restoratives - \$50 per person, \$100 per family cap.
5. Maximum benefit - \$1,000 per person, per year.
6. 50% payment for Orthodontia, \$1,000 lifetime maximum, no deductible.

NOTE: **Payment is made at these percentages of a reasonable fee.

ARTICLE 17 **EMPLOYEE APPRAISAL**

1. Schedule of Appraisal

The performance of employees covered hereunder shall be evaluated each year, which shall be completed by May 15.

2. Purpose of Appraisal

1. To facilitate and improve communication and understanding among administration and employees.
2. To improve job performance, competency, and provide a means for growth through establishment of long and/or short range goals.
3. To provide an opportunity for each employee to periodically assess his/her performance.
4. To provide assistance which the employee may need for growth and self-improvement.
5. To provide an employee the means for a better understanding of the scope of one's duties and/or responsibilities.
6. To provide documentation in question of promotion or discipline.

The employee must sign the individual appraisal. The signature does not necessarily signify approval, only that the document has been discussed. The employee may attach a written rebuttal to the appraisal.

ARTICLE 18 **SICK LEAVE**

A. Accumulation

A regular employee shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred thirty (230) work days.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to care for an ill or injured member of the employee's immediate family.

Employees may use accumulated sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time disability occurs. An estimate of the length of time the employee will be off must be provided to the employee's appropriate supervisor.

The immediate family shall be defined as the employee's mother, father, father-in-law, mother-in-law, husband, wife, child (including step or foster parent or child) or other person living as a permanent resident of the employee's household. Added 2/18/200 per memorandum Revise the current negotiated agreement to include in Article 18, Section B, Number 1 to include daughter-in-law, son-in-law, brother, sister, grandchildren, grandparent, step-grandchildren for use of sick leave.

2. To attend the funeral of a member of the immediate family or near relative, this leave shall be limited to up to three (3) consecutive days per occurrence. A near relative shall be defined as the employee's grandparents, brother, sister, grandchild, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or first cousin. This leave shall be limited to up to three (3) consecutive days per occurrence.
3. To attend the funeral of a relative other than a member of the immediate family or near relative, this leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph or paragraph 2 above at the discretion of the Superintendent and if the travel distance to the funeral is a distance of 200 miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the employee.

C. Responsibility

All employees shall be responsible for notifying their appropriate supervisor or his/her designee when sick leave is to be used. Failure to notify the appropriate person may be grounds for denial of benefits. Medical evidence for the need for such leave may be required.

Employees are to contact their appropriate supervisor or his/her designee no later than 6:00 a.m. when sick leave is to be used. The appropriate supervisor's office should be notified each day during school hours if a substitute will be needed the following day.

All employees are to enter their sick leave in Employee KIOSK for the use of sick leave no later than five (5) days following the last day leave is used.

D. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse

of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

E. Advancement

In the event an employee has not accumulated sick leave credits, an advancement of five (5) sick leave days shall be provided in accordance with the provisions of Section 33 19.141, Ohio Revised Code. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the employee is physically able to earn subsequent sick leave credits.

F. Emergency Closings

Should the schools be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.

G. Sick Leave Transfers

Bargaining unit members are eligible to participate in a transfer of sick leave days. Request for the transfer of sick leave days must be made on the Sick Leave Transfer Request form, which is identified as Addendum #2. The employee must qualify for sick leave as defined by the contractual agreement. Sick leave transfer can be applied for only when ALL leave is exhausted from an employee including personal leave. Only earned sick leave may be transferred. Application for sick leave transfer must be made prior to the date of requested usage, unless there are mitigating circumstances agreed by the School District and Union that would qualify as emergency use, and must be reported to the District Treasurer in one week blocks for accounting purposes. Management of leave transfers will be the sole responsibility of the Union. Sick leave transfers are at will from any eligible employee to any eligible employee and only carry a "day value" and not a "dollar value." This is not subject to the grievance procedure.

ARTICLE 19
SICK LEAVE CONVERSION

A. General

The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement or death of an employee covered hereunder.

B. Employees Eligible For Conversion

"Employee" as used in this Article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio.
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable Retirement System.
4. Retires from the employment of the Board after the effective date of this Agreement.

C. Conversion Factor

Sick leave accumulated by the employee may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

<u>Length of Service</u>	<u>Maximum Conversion Pay Days</u>
Less than 5 years	0 days
5 years to 7 years	17 days
7 years to 10 years	25 days
Over 10 years	57.5 days

The maximum number of sick leave days that may be converted shall be Two Hundred Thirty (230) total days or 1:4 ratio of accumulated sick days.

D. Miscellaneous

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay. Payment of the severance pay shall be made to the employee's estate and shall be released to the qualified appointed Executor or Administrator of the employee's estate.

ARTICLE 20
HOLIDAYS

- A. Employees covered hereunder shall have the following days off with normal pay, provided said employee or employees are in an active pay status the normal work day before and the normal work day following the day on which the holiday occurs.
- B. The following days are designated as holidays for all employees employed on an eleven or twelve month basis:

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

- C. The following days are designated as holidays for all employees employed on a nine to ten month basis:

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

- D. Employees covered hereunder who are employed on a less than nine month basis shall receive paid time off at their normal rate of pay for those holidays listed in (B) above provided said holiday(s) falls during the period of their employment and subject to the provisions of paragraph (A) above.

ARTICLE 21
JOB BID PROCEDURE

All newly created or vacant positions determined to be filled, shall be posted on designated bulletin boards at each work site for a period of five (5) days before permanent filling. A copy of the posting shall be served on the Association President. Interested applicants shall express their interest in the posted position, by notifying the contact person listed on the posting. The job posting shall contain the range of pay, hours, shift, or bus route, and the needed qualifications. Notice of summer vacancies shall be sent out via the One Call System and district email and shall be posted for 10 days. The most senior, qualified employee bidding on position will be awarded the position.

ARTICLE 22
LAYOFFS/RECALLS

Section 1. Definition of Seniority

Seniority shall be defined as the length of continuous service in a classification.

Section 2. Procedure for Layoff

- A. When it becomes necessary for the Board to reduce the number of employees in any classification, the Board shall first notify the Association President of the Board's intent to conduct such a layoff(s).
- B. Layoffs shall occur by seniority within each classification affected and any employee within each classification shall have the right to displace the employee with the lesser seniority within the affected classification.

Section 3. Recall Procedure

- A. Employees shall have a right to be recalled to a vacancy in their respective classifications in the inverse order of layoff. Such right shall exist for a period of twenty-four (24) months from the employee's last day of work. Openings become vacancies when declared such by the Board.
- B. Each employee must, as a condition to the right of recall, maintain a current address with the Treasurer.
- C. Notices of recall shall be mailed by the District and each employee must advise the District within seven (7) days of the date of mailing of his/her intention of returning to work. Failure to notify the District of the intent to return forfeits recall rights and the District shall move to the next person on recall list, the vacancy may be filled in accordance with the practices of the Board.

ARTICLE 23
SERS PICK-UP

The SERS pick-up will utilize the salary reduction method. The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "pick-up" by the Board as suggested by Internal Revenue Rulings 82-36 and 77-462, which means that employee contributions need not be included in gross income for tax purposes. Therefore, the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution.

The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation paid to a member of the bargaining unit.

1. The parties agree that, should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
2. Payment for sick leave, personal leave, and severance, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction.
3. It is the responsibility of each individual employee to make necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
4. The Board is not liable, nor will it be held responsible for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.
5. The Association agrees to indemnify and save the Board harm against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of this Article.

ARTICLE 24
DISPUTE RESOLUTION

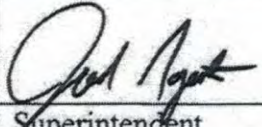

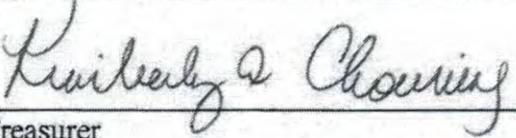

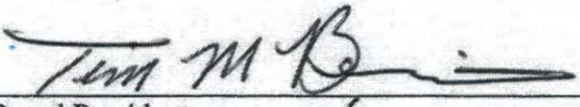
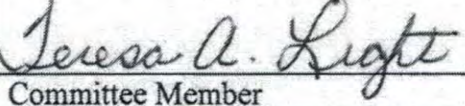
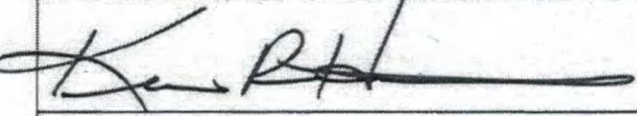
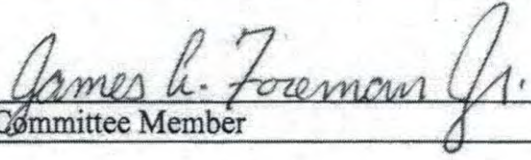
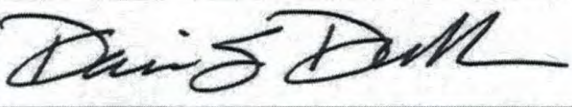
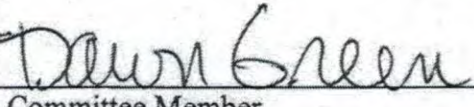
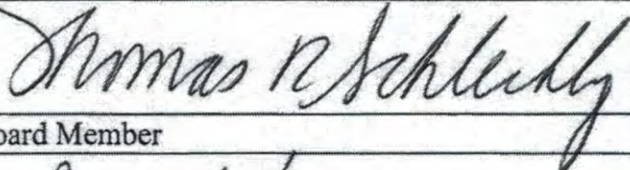

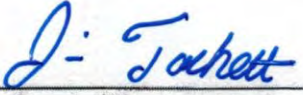
- A. In accordance with the provisions of R.C. 4117.14, the within parties agree to an alternate dispute resolution procedure for collective bargaining as set forth herein, which is intended to supersede the statutory procedures contained in R.C. 4117.14.
- B. If agreement on the negotiations under way are unsuccessful in reaching a successor agreement, either party hereto may declare an impasse and request that an impartial mediator be appointed. When impasse is so declared, the Federal Mediation and Conciliation Service (FMCS) shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreements.
- C. The procedure set forth in paragraph B is intended to be the exclusive impasse remedy.

ARTICLE 25
MISCELLANEOUS

All bargaining unit employees shall receive a home nontransferable athletic sports pass for the current athletic season as long as they work one evening in a fall concession stand or take tickets one evening during the fall athletic season.

ARTICLE 26
DURATION OF AGREEMENT

- A. This Agreement, subject to adoption by the Board, shall be effective as of July 1, 2017, and shall remain in effect through June 30, 2020, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than sixty (60) days prior to the expiration date of June 30, 2020.

FOR: TRI-VILLAGE LOCAL SCHOOL DISTRICT	FOR: TRI-VILLAGE EDUCATION
 Superintendent	 President
 Treasurer	 Committee Member
 Board President	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Designated Representative

Addendum #1

	FY 17	FY 18	FY 19	FY 20
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Effective July 1, 2017 -- Wage Rates for Classifications -- FY 2017 & After							1	1.04	1.04	1.04			
Experience													
Classification	STEP	0	1	2	3	4	5	6	7	8	12	16	20
Aide	2016-17	\$13.22	\$13.37	\$13.50	\$13.66	\$13.75	\$13.90	\$14.03	\$14.15	\$14.26	\$14.69	\$15.14	\$15.74
	2017-18	\$13.75	\$13.90	\$14.04	\$14.21	\$14.30	\$14.46	\$14.59	\$14.72	\$14.83	\$15.28	\$15.75	\$16.37
	2018-19	\$14.30	\$14.46	\$14.60	\$14.77	\$14.87	\$15.03	\$15.17	\$15.30	\$15.42	\$15.89	\$16.38	\$17.02
	2019-20	\$14.87	\$15.04	\$15.19	\$15.37	\$15.47	\$15.64	\$15.78	\$15.92	\$16.04	\$16.52	\$17.03	\$17.71
Bus Driver	2016-17	\$16.01	\$16.22	\$16.43	\$16.51	\$16.61	\$16.70	\$16.90	\$17.05	\$17.18	\$17.63	\$18.06	\$18.65
	2017-18	\$16.65	\$16.87	\$17.09	\$17.17	\$17.27	\$17.37	\$17.58	\$17.73	\$17.87	\$18.34	\$18.78	\$19.40
	2018-19	\$17.32	\$17.54	\$17.77	\$17.86	\$17.97	\$18.06	\$18.28	\$18.44	\$18.58	\$19.07	\$19.53	\$20.17
	2019-20	\$18.01	\$18.25	\$18.48	\$18.57	\$18.68	\$18.79	\$19.01	\$19.18	\$19.33	\$19.83	\$20.32	\$20.98
Custodian	2016-17	\$14.95	\$15.18	\$15.40	\$15.45	\$15.61	\$15.67	\$15.86	\$16.03	\$16.16	\$16.59	\$17.04	\$17.63
	2017-18	\$15.55	\$15.79	\$16.02	\$16.07	\$16.23	\$16.30	\$16.49	\$16.67	\$16.81	\$17.25	\$17.72	\$18.34
	2018-19	\$16.17	\$16.42	\$16.66	\$16.71	\$16.88	\$16.95	\$17.15	\$17.34	\$17.48	\$17.94	\$18.43	\$19.07
	2019-20	\$16.82	\$17.08	\$17.32	\$17.38	\$17.56	\$17.63	\$17.84	\$18.03	\$18.18	\$18.66	\$19.17	\$19.83
Office Secretary	2016-17	\$13.44	\$13.66	\$13.84	\$13.98	\$14.20	\$14.42	\$14.60	\$14.80	\$14.94	\$15.40	\$15.83	\$16.44
	2017-18	\$13.98	\$14.21	\$14.39	\$14.54	\$14.77	\$15.00	\$15.18	\$15.39	\$15.54	\$16.02	\$16.46	\$17.10
	2018-19	\$14.54	\$14.77	\$14.97	\$15.12	\$15.36	\$15.60	\$15.79	\$16.01	\$16.16	\$16.66	\$17.12	\$17.78
	2019-20	\$15.12	\$15.37	\$15.57	\$15.73	\$15.97	\$16.22	\$16.42	\$16.65	\$16.81	\$17.32	\$17.81	\$18.49
Lunch Room Supervisor/ Dish Washer	2016-17	\$ 9.66	\$ 9.79	\$ 9.92	\$10.06	\$10.19	\$10.34	\$10.44	\$10.59	\$10.72	\$11.15	\$11.59	\$12.03
	2017-18	\$10.05	\$10.18	\$10.32	\$10.46	\$10.60	\$10.75	\$10.86	\$11.01	\$11.15	\$11.60	\$12.05	\$12.51
	2018-19	\$10.45	\$10.59	\$10.73	\$10.88	\$11.02	\$11.18	\$11.29	\$11.45	\$11.59	\$12.06	\$12.54	\$13.01
	2019-20	\$10.87	\$11.01	\$11.16	\$11.32	\$11.46	\$11.63	\$11.74	\$11.91	\$12.06	\$12.54	\$13.04	\$13.53
Food Service	2016-17	\$12.78	\$12.92	\$13.04	\$13.20	\$13.29	\$13.44	\$13.56	\$13.68	\$13.78	\$14.19	\$14.63	\$15.21
	2017-18	\$13.29	\$13.44	\$13.56	\$13.73	\$13.82	\$13.98	\$14.10	\$14.23	\$14.33	\$14.76	\$15.22	\$15.82
	2018-19	\$13.82	\$13.97	\$14.10	\$14.28	\$14.37	\$14.54	\$14.67	\$14.80	\$14.90	\$15.35	\$15.82	\$16.45
	2019-20	\$14.38	\$14.53	\$14.67	\$14.85	\$14.95	\$15.12	\$15.25	\$15.39	\$15.50	\$15.96	\$16.46	\$17.11
Part-Time Food Service	2016-17	\$11.10	\$11.30	\$11.49	\$11.68	\$11.88	\$12.07	\$12.26	\$12.45	\$12.66	\$13.06	\$13.50	\$14.08
	2017-18	\$11.54	\$11.75	\$11.95	\$12.15	\$12.36	\$12.55	\$12.75	\$12.95	\$13.17	\$13.58	\$14.04	\$14.64
	2018-19	\$12.01	\$12.22	\$12.43	\$12.63	\$12.85	\$13.05	\$13.26	\$13.47	\$13.69	\$14.13	\$14.60	\$15.23
	2019-20	\$12.49	\$12.71	\$12.92	\$13.14	\$13.36	\$13.58	\$13.79	\$14.00	\$14.24	\$14.69	\$15.19	\$15.84
Bus Driver Field Trip Flat Rate Per Hour:				\$12.75									



TRI-VILLAGE LOCAL SCHOOL DISTRICT
New Madison, Ohio

SICK LEAVE TRANSFER REQUEST FORM

DATE _____
EMPLOYEE'S NAME _____
NUMBER OF DAYS REQUESTED _____
DATE OF DAYS TO BE USED _____
SIGNATURE _____

DATE _____
TRANSFERRING EMPLOYEE'S NAME _____
NUMBER OF DAYS TRANSFERRING _____
SIGNATURE _____

AUTHORIZATION

Ohio Association of Public School Employees _____
Date _____
Approved _____
Not Approved _____