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AGREEMENT

BETWEEN

**THE RIVERSIDE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME Local #4 AFL-CIO
Local #374**

2020-2022

TABLE OF CONTENTS

Article I: RECOGNITION..... 1
Article II: NON-DISCRIMINATION2
Article III: DEDUCTIONS.....2
Article IV: SCOPE OF NEGOTIATIONS3
Article V: NEGOTIATION PROCEDURE3
Article VI: IMPASSE5
Article VII: SEVERABILITY5
Article VIII: NO STRIKE CLAUSE5
Article IX: GRIEVANCE PROCEDURE5
Article X: JOB DESCRIPTION9
Article XI: LEAVES.....9
Article XII: SEVERANCE PAY 17
Article XIII: CALAMITY DAYS 17
Article XIV: HOLIDAYS..... 18
Article XV: VACATIONS 19
Article XVI: OVERTIME, BREAKS AND PAY DAYS 20
Article XVII: WRITTEN CONTRACTS 22
Article XVIII: INDIVIDUAL RIGHTS 23
Article XIX: VACANCIES AND TRANSFERS 25
Article XX: FRINGE BENEFITS 27
Article XXI: REDUCTION IN FORCE 30
Article XXII: DISCIPLINE 33
Article XXIII: SICK LEAVE REWARD 34
Article XXIV: MANAGEMENT RIGHTS 34
Article XXV: UNION RIGHTS 35
Article XXVI: UNIFORM ALLOWANCE..... 37
Article XXVII: SERS PICK-UP 37
Article XXVIII: GENERAL 38
Article XXIX: TRANSPORTATION..... 39
Article XXX: WORKING CONDITIONS 48
Article XXXI: WAGES 51
Article XXXII: DURATION 52
Attachment “A” 53

Article I: RECOGNITION

- A. The Riverside Local School District Board of Education hereby recognizes the Ohio Association of Public School Employees Local #4 AFSCME/AFL-CIO on behalf of its Local #374, as the exclusive bargaining representative of full-time and regular short-hour bargaining unit members in the following positions:

Assistant Department

Library
Recess/Playground
Study Hall Monitor

Special Needs Assistants

Multi-Handicapped
Special Needs Assistant
Teacher/Pre-kindergarten

Transportation Department

Transportation Assistants
Transportation Operators
Non-CDL Operators
Bus Coordinator

Cafeteria Department

Assistant Cook
Cashier
Kitchen Manager
Lunch Assistant

Courier Department

Crossing Guard Department

Custodial Department

Custodial
Maintenance I
Maintenance II
Skilled Crafts

Fleet Maintenance Department

Head Technician
Fleet Technician I
Fleet Technician II

Secretarial Department

Secretaries

The following positions are excluded from the bargaining unit:
School Nutrition Services Cafeteria Director, Custodial Director, Garage Director, Maintenance Director, Transportation Director, Operations Director, Latchkey Employees, Seasonal Employees, Substitutes, Superintendent's Secretary (1), Assistant Superintendent/Personnel's Secretary (1), Treasurer's Assistant, Treasurer's Secretaries (2), Payroll and Benefits Specialists (2), District Registrar (1), Administrative Assistant to the Executive Director of Curriculum and Instruction (1), and Administrative Assistant to the Executive Director of Student Services (1).

- B. Recognition shall continue for the duration of the contract and for the negotiation of a successor contract, unless a successor representative is elected or recognition withdrawn in compliance with the terms of 4117 O.R.C.

Article II: NON-DISCRIMINATION

The parties agree in the administration of this Agreement that they will not unlawfully discriminate on the basis of race, religion, creed, color, sex (including sexual orientation and transgender identity), age, ancestry, genetic information, national origin, disability, veteran status, or membership in the Association.

Article III: DEDUCTIONS

A. Union Dues

1. The Board agrees to deduct Union dues when so authorized, in writing and presented to the Board Treasurer. Not later than August 15th annually, OAPSE's state office shall provide written notice to the Board Treasurer of the bargaining unit members who have authorized annual dues deduction.
2. Such deductions shall be made in eighteen (18) equal installments beginning with the first payroll in October. Dues shall be forwarded to the OAPSE state treasurer within fifteen (15) days of deduction.
3. The Association agrees to indemnify, hold harmless and defend the Board from any claim by bargaining unit members relating to or arising out of this Article.

B. Other Deductions

In addition to payroll deductions required by law and dues for the Union, the Treasurer will make payroll deductions properly authorized by the bargaining unit member for any of the following purposes:

Credit Union
Tax Sheltered Annuities
Hospitalization and Dental

Cancer Aid
United Fund
OAPSE Local 374 Scholarship Fund (monthly)
AFSCME People
125 Plan
Other legal deductions approved by the Board Treasurer.

Written authorization for any deduction must be executed by the bargaining unit member and may be revoked by the bargaining unit member at any time by giving written notice to both the Board and the Union. Once a bargaining unit member revokes authorization, the bargaining unit member may not commence the deduction again until the next school year.

All deductions shall be divided equally between two pay periods monthly.

Article IV: SCOPE OF NEGOTIATIONS

The subjects of negotiations shall be wages, hours, fringe benefits, terms and other conditions of employment.

Article V: NEGOTIATION PROCEDURE

A. Negotiating Teams

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed six (6) members and one (1) observer in each.

B. Exchange of Information

Upon reasonable written request either negotiating team shall make available to the other such information as is pertinent to the issues in negotiations, except that which is confidential or expressly compiled for use by the negotiating teams.

C. Submission

1. A written request to open negotiations shall be served on either party not earlier than March 15 in the year that this contract expires. Negotiations shall begin no later than April 15th of that year unless otherwise agreed upon by the Board and the Union.
2. All proposals for negotiations shall be submitted, in writing, at the first meeting by both parties. No additional proposals shall be submitted by either party following the first meeting unless mutually agreed upon by the Board and the Union.

D. Negotiation Meetings

The parties shall meet at a place and time agreed upon prior to the first meeting. Subsequent meetings shall be set by the negotiating teams.

E. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time in which to caucus in private.

F. Progress Reports

During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be considered confidential information with the organization concerned. If impasse is reached, each party is free to communicate to the public without consent of the other party.

G. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing, initialed and dated by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue until all issues are resolved.

H. Agreement

When a tentative agreement is reached through negotiations, the outcome shall be reduced to writing. Within five (5) days thereof, the representatives of the parties shall meet and agree on the final form and content of the contract transcript.

Once the contract is in final form and not later than twelve (12) days after a tentative agreement is reached, it shall be submitted to the Union for ratification and adoption. Within ten (10) days of the ratification by the Union, it shall be submitted to the Board for approval, and if approved, shall become a part of the official Board minutes. Upon approval by the Board, each negotiating team member shall immediately sign the agreement, and it shall become binding on the parties.

Within thirty (30) days of adoption of the contract, the Board shall print the contract and provide sufficient copies for each bargaining unit member to the Union President for distribution. The cost will be shared equally by the Union and the Board.

Article VI: IMPASSE

- A. The purpose of the bargaining procedure is to provide a means of obtaining an agreement. In the event a contract is not reached by negotiations, either party shall have the option of declaring impasse. Impasse may be declared 45 days prior to the expiration of the contract.
- B. If impasse is declared by either party, it is with the understanding that impasse is declared on all issues where tentative agreement has not been reached by both parties. In such cases, the parties shall jointly prepare a request for a mediator and direct such requests to the Federal Mediation and Conciliation Service within five (5) working days of the date impasse was declared.

The purpose of the mediator is to bring the two parties together and aid in reaching agreement. Both parties will share equally the cost of the mediator and other incidental costs incurred.

- C. The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Chapter 4117.

Article VII: SEVERABILITY

This contract supersedes and prevails over all statutes of the state of Ohio, except as specifically set forth in Ohio Revised Code 4117.10(A) and except where the Union and the Board have intentionally negotiated a provision different than law. If any court of competent jurisdiction or the State Employment Relations Board determines, after all appeals or appeal periods have been exhausted, that any provision herein is unlawful, such provision will be automatically terminated, but all other provisions of this contract shall remain in full force and effect. If any provision is found to be unlawful and all appeals or appeal periods have been exhausted, the parties will meet within 30 days to determine its impact and to bring the contract into compliance through the negotiations process.

Article VIII: NO STRIKE CLAUSE

There shall be no strike, slowdown, or work stoppage sanctioned by any officer or member of the Union for the duration of this Agreement. The Board shall not lock out bargaining unit members for the duration of this Agreement.

Article IX: GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A grievance shall be defined as an alleged violation,

misinterpretation and/or misapplication of a specific Article(s) and/or subsection(s) of this Agreement.

A “grievant” is a bargaining unit member(s) or the Union who files a grievance.

For the purposes of this Article, “days” shall be calendar days excluding weekends and holidays.

B. BASIC PRINCIPLES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, the equitable resolution of grievances. Nothing contained in the procedure will be construed as limiting the rights of any bargaining unit member having a grievance to discuss the matter with any appropriate member of the Administration and/or Union. Grievances shall be processed as expeditiously as possible.
2. Both parties agree to keep the proceedings as informal and confidential as possible.
3. Reprisals against any bargaining unit member because of his participation in the grievance procedure will not be tolerated.
4. The Board and the Administration shall cooperate with the bargaining unit member and/or the Union in the investigation of any grievance, and further, will furnish the bargaining unit member and/or the Union with such available information for the processing of any grievance unless this information is confidential under applicable law.
5. The grievant at his/her option may be represented at all steps of the grievance procedure by an OAPSE representative, who may be either a bargaining unit member or the Field Representative.

When a grievant chooses not to be represented by the Union at a formal step of the grievance procedure, the Union President and/or Field Representative shall be notified in writing by the grievant and must be present at the resolution of any formal grievance.

The Union shall provide to the Superintendent a list of official Union Representatives for any grievance or meeting with management from August 1st through July 31st of each year. The Union shall notify the Superintendent of any changes.

6. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons to attend and will be held, as far as possible, during non-duty hours. If such

hearings must be held during duty hours, the bargaining unit member(s) required to attend shall be excused with pay, for that purpose.

C. PROCEDURES

1. STEP ONE

Within twenty (20) days from the time the grievant knew or should have reasonably known of the event or condition on which the grievance is based, the grievant shall discuss the grievance informally with his/her immediate director, principal or appropriate administrator who shall attempt to resolve it or advise the grievant of his/her position promptly. The bargaining unit member shall inform the director, principal or appropriate administrator that this is the informal discussion of a possible grievance.

If, however, an administrator (other than the grievant's immediate director, principal, or appropriate administrator) caused the event or condition on which a grievance is based, the grievant will informally discuss the grievance with that administrator. The grievant's immediate director, principal or appropriate administrator will advise the grievant in dated, written form of the appropriate administrator immediately or as soon as possible. The bargaining unit member shall inform the administrator that this is the informal discussion of a possible grievance.

2. STEP TWO

If the grievance is not resolved at Step One, the grievant and/or the Union shall present the grievance in writing to his/her immediate director, principal or appropriate administrator identified during Step One above within ten (10) days of the discussion. A copy shall be provided to the Superintendent. Within ten (10) days after the presentation of the grievance, the director, principal or the appropriate administrator shall give his/her answer in writing to the bargaining unit member and Union representative.

3. STEP THREE

If the grievance is not resolved in Step Two, the grievant and/or the Union, within ten (10) days of receipt of the answer from the director, principal or the appropriate administrator identified during Step One, shall submit to the Superintendent or designee the answer in Step Two with the original grievance statement. The Superintendent or his designee shall meet with the grievant and/or his/her Union Representative within ten (10) days after the receipt of the written grievance. A written answer shall be sent to the grievant and Union Representative within ten (10) days of the meeting.

4. STEP FOUR

If, within ten (10) days of the Superintendent's or his designee's decision, the aggrieved person is not satisfied, the Union shall serve notice on the Board Treasurer of its intent to arbitrate the grievance. Within twenty (20) days after the notice of intent to arbitrate is given to the Board Treasurer, the Union shall contact the American Arbitration Association (AAA) for a list of arbitrators. The arbitrator shall then be selected in accordance with the AAA rules within ten (10) days of receipt by the parties of the list, through the alternate strike method. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator will be requested to submit his/her decision in writing within thirty (30) days of the hearing.

If the grievance is denied, the fees and expenses of the arbitrator shall be borne by the Union. If the grievance is granted, the fees and expenses of the arbitrator shall be borne by the District. If the grievance is denied in part and granted in part, the fees and expenses of the arbitrator shall be shared equally by the Board and the Union. Any other expenses shall be borne by the party incurring them except that any bargaining unit members who are witnesses, building representatives or the grievant shall not lose any pay when the hearing is conducted during that bargaining unit member's regular hours of work.

D. GENERAL

1. Any grievance not advanced to the next step by the grievant and/or the Union within the time limit in that step shall be deemed resolved by the Administrator's last answer.
2. Any grievance not answered by the immediate director, principal, appropriate administrator or the Administration, within the agreed time limits, shall automatically move to the next Step.
3. Time limits may be extended by mutual agreement of the Administration and the grievant and/or the Union in writing. The new date shall prevail.
4. No Step shall be omitted except by written mutual consent of both parties.
5. Grievance Form (see Appendix) to be reviewed in Labor/- Management meetings.
6. A grievance regarding disciplinary action in accordance with subsections B. 3. and B. 4. of Article XXII (Discipline) may be initiated at Step 3 of the grievance procedure.

Article X: JOB DESCRIPTION

- A. The Board shall have written job descriptions for all classified positions outlining the general duties and responsibilities of each classification. All job descriptions for Bargaining Unit Members will be reviewed by the District periodically.
- B. The Union shall be notified prior to any change/revision to a job description and prior to the creation of a job description for a new position covered by this Agreement. If requested by the Union, a meeting shall be held, at which time the Union may provide input regarding the anticipated change/revision or the job description for the new position.
- C. Bargaining unit members shall not regularly be assigned work which is not within or related to work in their job description. It is nonetheless agreed that bargaining unit members are obligated to perform the work to which they are assigned and may not refuse assignments on account of an assigned task not being within the written job classification, except for health or safety reasons as provided by law. An alleged improper assignment may be grieved.
- D. Each bargaining unit member in the classified service shall be given a copy of his/her job description, and the Union shall be given copies of the job descriptions of bargaining unit members annually, prior to the first day of school.

Article XI: LEAVES

A. Personal Leave

Subject to the following requirements, a bargaining unit member may be absent without loss of pay for three (3) days (proportional for part-time) in any school year to transact necessary or urgent personal business which cannot be conducted outside the regular assigned work hours, to attend to affairs of a personal nature which cannot be conducted outside the regular assigned work hours, and for other reasons that fall within this provision. Except for Operators and Transportation Assistants in the Transportation Department, personal leave will be taken in two (2) hour increments. Operators and Transportation Assistants in the Transportation Department may utilize personal leave in increments equal to his/her AM route package, Mid-Day route package, and/or PM route package and will be charged the use of personal leave proportional to his/her regular work day.

- 1. An application on the Board's form for such leave must be received in the Director's/Principal's office at least five (5) days in advance thereof, emergencies excepted. If the District does not receive the personal leave application at least five (5) days in advance of the requested personal leave, the District may require that the bargaining unit member provide, in writing, the reason for the requested personal leave. In reviewing all requests, the Superintendent or his designee will render the final approval

or disapproval where required. Requests for personal leave that fall within the guidelines of this provision shall be approved.

2. No more than two (2) of the bargaining unit members may be granted personal leave in each classification in each building on any one (1) day. No more than two (2) bus drivers and no more than three (3) custodians, district wide, may be absent on personal leave on the same day.
3. Personal leave cannot be taken the day before or the day after a holiday or vacation period or on the first two (2) days or last two (2) days of the student school year, except for emergencies beyond the bargaining unit member's control. This restriction shall not apply when school is not in session (for example, summer vacation, winter break, etc.).
4. The application for leave must recite one or more of the following reasons:
 - a. To transact personal business that cannot be transacted outside regular assigned work hours, for example, religious observance and matters of a legal nature (court appearance, attorney, real estate, etc.).
 - b. Affairs of a personal nature that cannot be conducted outside the regular assigned work hours, for example, death of a relative, close friend, associate, etc. Personal leave may be granted when absence for bereavement is not covered by the sick leave policy. (Graduation, marriage, or a similar major event within the immediate family.) For the purposes of this subsection, "family" shall be as defined in Section G of this Article.
 - c. Emergency beyond the bargaining unit member's control-Such circumstances are defined as certain broad events which cannot be anticipated or avoided.
 - d. Other good and just causes which must be specified and which leave shall be subject to prior approval. Personal leave shall not be used to extend holidays, recesses or vacations; for recreation; to engage in or seek other employment; or to attend business trips with spouse.
 - e. Any examples cited in subsections a. through d. above are illustrative rather than all inclusive.
5. It shall be sufficient compliance if the application identifies by the appropriate number one or more of these reasons. The Board shall return a copy of the form to the bargaining unit member in a timely manner. For

days before or after holidays and/or vacation specificity of reasons may be required. The Superintendent may grant additional days at his discretion. The filing of a false statement shall be considered a serious breach of ethics and shall be grounds for severe disciplinary action in such form and manner as the Board may deem advisable.

6. Unused personal leave shall be added to the bargaining unit member's sick leave accumulation as of July 31st of each year.

B. Union Leave

The Superintendent or his designee will grant up to 14 days of Union leave as needed provided an application is made on the proper form and approved by the OAPSE President

C. Assault Leave

1. Any bargaining unit member who is absent due to physical or mental disability resulting directly from a physical assault which occurs in the course of Board employment will be maintained on frill pay status (including regular and supplemental contracts) during the period of such absence not to exceed twenty (20) days.
2. The bargaining unit member shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board of Education.
3. A statement from a licensed physician stating the nature of the disability and its duration is required.
4. Falsification of either the bargaining unit member's signed statement or the physician's statement may be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
5. The bargaining unit member who has been assaulted shall file an assault complaint with the law enforcement officials in the appropriate jurisdiction.
6. Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code. Fringe benefits shall be maintained for bargaining unit members on assault leave to the same extent and on the same terms as they are maintained for bargaining unit members on other paid leaves.
7. Bargaining unit members who are still disabled after exhausting assault leave may use their accumulated sick leave. If a bargaining unit member is still disabled after exhausting sick leave, the Board shall approve an additional twenty (20) days of assault leave.

8. In the case of an assault on a bargaining unit member for which Worker's Compensation or disability compensation under the School Employees Retirement System is paid, the Board will pay the difference between the Worker's Compensation and/or disability payment and the bargaining unit member's per diem rate for the period of assault leave granted under this provision.

D. Unpaid Professional Leave

1. Any bargaining unit member who has completed two or more years of regular service in the district may be granted a leave of absence without pay for training, educational, professional development, or other purposes provided that he does not exceed a total unpaid leave of two (2) years.
2. The application for leave must be submitted to the Assistant Superintendent/Personnel at least thirty (30) days prior to the requested leave. Application for such leave shall outline the program to be pursued and shall clearly state how such activity will contribute directly to improved service to the school system and any other reasons for the requested leave. No leave of absence will be granted for employment in another occupation or business.
3. Application for reinstatement must be made at least thirty (30) days prior to the expiration of the approved leave of absence.

E. Military Leave

In accordance with Section 5923.05 of the Ohio Revised Code, all officers and bargaining unit members of the Ohio National Guard or the United States Reserves are entitled to leaves of absence from their respective duties and positions, without loss of pay, for such time as they are in the military service, on field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year. Beyond the thirty-one (31) day point, military pay, benefits, and insurance will then apply. However, if a bargaining unit member wishes to continue the school-provided benefits, he/she shall have the option of doing so at the bargaining unit member's expense and be given a military leave of absence for the duration of his/her service.

Bargaining unit members returning from active duty will be offered a job with the same pay and seniority as he/she would have expected if his/her work had not been interrupted by military duty. The bargaining unit member on military leave shall be entitled to these considerations for up to four years or as long as the emergency necessitating the call for duty lasts, whichever is the shorter. Those returning from active duty shall be allowed ninety (90) days of unpaid general leave of absence if requested in writing upon their return.

F. Jury Duty

A bargaining unit member shall be granted time off for jury duty and shall not suffer any loss of pay. Jury duty payment shall not be deducted from the bargaining unit member's salary. Bargaining unit members shall not suffer any loss of pay for appearances in court on matters arising from their employment, including testifying in student discipline matters or in accident cases witnessed by a driver while performing duties for the Board, and similar matters. Contract grievance disputes are subject to Article IX, not this provision.

G. Sick Leave

1. Accumulation of Sick Leave. As provided by statute, each bargaining unit member shall accrue paid sick leave at the rate of one and one fourth (1-1/4) days (proportional for part-time) per month. The maximum number of sick leave days bargaining unit members may accumulate shall be two hundred sixty nine (269) days.
2. Procedure. All bargaining unit members may use sick leave for absence made necessary by illness, injury, exposure to contagious disease, and illness or death in the bargaining unit member's immediate family. Sick leave may not be used to extend holidays, recesses or vacations; for recreation; to engage in or seek other employment; to enable a bargaining unit member to work at other day-time or night-time employment or to take trips with spouses.
3. Immediate Family is defined as: parent, sister, brother, spouse, children, step-children, step-parents, wards, mother-in-law, father-in-law, grandparents, grandchildren, or a person living in the same household.
4. All bargaining unit members except Operators and Transportation Assistants in the Transportation Department shall be permitted to use sick leave in appropriate segments based on hours worked and used, provided that sick leave shall be charged in increments of one (1) hour. Operators and Transportation Assistants in the Transportation Department may utilize sick leave in increments equal to his/her AM route package, Mid-Day route package, and/or PM route package and will be charged the use of sick leave proportional to his/her regular work day.
5. Bargaining unit members may transfer unused sick leave accumulated in other Ohio public employment as authorized by statute, only to the extent that such sick leave could be accumulated as a bargaining unit member of the school district.
6. Each newly hired bargaining unit member and each bargaining unit member who has exhausted his/her accumulated sick leave shall be entitled to an

advancement of five (5) days of sick leave each year to be charged against sick leave he subsequently earns.

7. A bargaining unit member who is unable to work for medical reasons during pregnancy and/or immediately after childbirth may use accumulated sick leave. Use of sick leave after childbirth should be limited to six (6) calendar weeks, unless documented medical conditions require longer use of available sick leave.
8. Upon return to work, the bargaining unit member shall complete a Sick Leave Form and submit it to his/her director prior to the end of his/her work shift. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates consulted. If a bargaining unit member uses five (5) consecutive sick leave days for absence, the bargaining unit member may be required to present to the District, upon returning to work, a signed and dated physician's statement indicating the medical reasons for the extended sick leave. A bargaining unit member who exhibits, over an extensive period of time, an ongoing pattern of use of sick leave may be required to provide a physician's statement attesting to his/her illness or incapacity. If hospitalized for a period in excess of three (3) days, the Board may request from a bargaining unit member a physician's statement indicating that the bargaining unit member may return to work. Nothing in this section shall be construed to waive the physician-patient privilege provided by O.R.C. 2317.02.
9. Misuse or abuse of sick leave may result in disciplinary action as per Article XXII of this agreement.
10. Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, the estimated duration of the leave, and the expected return date.
11. Bargaining unit members who work less than 2 1/2 hours per day may not take sick leave for routine medical/dental appointments during their contracted hours except with the permission of the Director/Principal. Sick Leave Form (see Appendix)

H. Workers' Compensation

All bargaining unit members covered under this contract are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of and arising out of their employment. The Board shall provide the bargaining unit member with all fringe benefits to which he/she is entitled under the contract.

I. Parental Leave

1. Parental Leave Bargaining unit members who become pregnant, who are adopting or rearing a child of pre-school age, and who desire to return to work at a future date shall be granted a parental leave. A parental leave shall be a leave without pay and shall be in accordance with this provision. Parental leave may commence at any time during the period between commencement of pregnancy and the end of pregnancy disability associated with the birth of the child or at the time of an adoption of the child. Such leave shall be for a period up to one (1) year and may be extended for one (1) year with prior approval from the Superintendent.
2. Application for Leave Applications for parental leave shall be in writing, directed to the Assistant Superintendent/Personnel and shall contain the date on which the leave of absence is to commence and the date on which the bargaining unit member expects to return. Application for parental leave shall be made at the earliest possible time but shall not be later than the thirtieth (30th) day before the beginning of the parental leave except in cases of emergency or those owing to circumstances which could not reasonably be anticipated thirty (30) days in advance. Missing the thirty (30) day deadline will not be reason to deny the leave, but may be reason to delay it.
3. Reinstatement Application A bargaining unit member on an extended parental leave who desires to return to work should confirm his/her intention to return at least thirty (30) days preceding the scheduled return date. A bargaining unit member who decides not to return shall so notify the Board not less than thirty (30) days prior to the expiration of the leave of absence.

J. Unpaid Medical Leave

1. Upon written notice of a bargaining unit member, the Board shall grant an unpaid medical leave of absence for a period of not more than two (2) years where illness, dependent care or other disability is the reason for the request. Such leave shall be granted by the Board in up to one (1) year increments.
2. Application for such leave shall be made at least thirty (30) days in advance, when possible.
3. Application for reinstatement must be made at least thirty (30) days prior to the expiration of the leave of absence.

K. Fringe Benefits For Unpaid Professional, Unpaid Medical, Parental and Family Medical Leave

1. For a period not to exceed twelve (12) weeks, a bargaining unit member on approved parental or unpaid medical leave who qualifies for up to twelve (12) weeks of unpaid leave under the Family and Medical Leave Act shall be entitled to a continuation of hospitalization/health care insurance at the same level of Board contribution as exists during a paid leave. Thereafter, said bargaining unit member will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the bargaining unit member's portion to cover the full cost of said insurance programs.
2. A Bargaining unit member on approved parental/unpaid medical leave who does not qualify for up to twelve (12) weeks of unpaid leave under the Family and Medical Leave Act or a bargaining unit member on approved unpaid professional leave will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the bargaining unit member's portion to cover the full cost of said insurance programs.
3. The Treasurer's Office will process all requests for said insurance coverage. Checks must be in the Treasurer's Office not later than the twentieth (20th) day of the prior month in order to continue the insurance in force. The checks for fringe benefits are to be made payable to the Riverside Local Schools. The Treasurer's Office will forward these monies to the specified company.

L. Return From Leave

1. Upon return from approved leave under this Article, the bargaining unit member will retain the same contract status he/she held when the leave commenced and will be assigned to the same position if available or to a substantially equivalent position to the one he/she held prior to the leave with equivalent benefits, pay, hours, shift and other terms and conditions of employment held prior to taking the leave. Any credit awarded to any bargaining unit member mentioned above shall be in compliance with 3319.13 of the Ohio Revised Code.
2. Upon the return of the bargaining unit member from approved leave under this Article, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning bargaining unit member while he/she was on said leave of absence.

3. If, after the return of the bargaining unit member from an approved leave under this Article, the person employed exclusively for the purpose of replacing any bargaining unit member while he/she was on said leave of absence is continued in employment as a regular bargaining unit member, or if he/she is hired by the Board as a regular bargaining unit member within a year after his/her employment as a replacement is terminated, he/she shall receive credit for his length of service with the Board during such replacement period.
4. An employee may return to work prior to the end of an approved leave upon the approval of the Superintendent and the Board provided he/she has submitted such request at least 30 days prior to returning.

M. Five (5) Day Unpaid Leave

The Superintendent or his designee may grant or deny up to five (5) days of unpaid leave per year to a bargaining unit member upon written request.

Article XII: SEVERANCE PAY

- A. Any bargaining unit member, at the time of retirement from active service, shall be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit up to two hundred sixty nine (269) days or a maximum of sixty seven and twenty five hundredths (67.25) days. Such payment shall be based on the bargaining unit member's rate for sick leave credit accrued by the bargaining unit member at the time of retirement. For the purpose of this section, any bargaining unit member shall be deemed to "retire" if
 1. The bargaining unit member becomes eligible for receipt of retirement benefits from the School Employees Retirement System, and the District receives notification of same from SERS; or
 2. The bargaining unit member voluntarily terminates his/her employment with the Riverside Local Schools, and he has ten (10) years of service and is fifty-five (55) years of age or older.
- B. This severance payment shall eliminate all sick leave credit accrued by the bargaining unit member. Should a bargaining unit member die while in the service of the Board, the estate of the deceased bargaining unit members shall be paid the severance benefit calculated under this Article.

Article XIII: CALAMITY DAYS

- A. All bargaining unit members shall be paid their appropriate rate of pay for all days or parts of a day when the school in which they are employed is closed due

to an epidemic or other public calamity.

1. All bargaining unit members who are requested by the Director, Superintendent, or his designee, to report to work on a calamity day shall be paid their regular hourly rate of pay in addition to calamity day compensation or shall have the option to take compensatory time for all hours actually worked. All compensatory time must be utilized during the contract year in which it was earned.
- B. The Superintendent or his designee shall determine which bargaining unit members normally will be required to report to work on calamity days. Notice will be sent to those bargaining unit members at the beginning of the school year, and they shall report to work on calamity days unless notified not to do so. Other bargaining unit members will not report for work on calamity days unless called and told to do so.
- C. When a bargaining unit member is called in to work on a calamity day, he/she shall be paid time and one-half his regular rate of pay for those hours worked outside his normal work hours.
- D. Bargaining unit members who report to work because they did not receive notice of the calamity day through no fault of their own shall be paid or receive compensatory time for work performed until they are sent home. Bargaining unit members shall be given a reasonable amount of paid work time to clean up, put away, and secure equipment after being told to leave. Paid time shall be a minimum of two (2) hours at the member's regular rate of pay.
- E. Calamity days shall not be counted as hours worked for the purpose of determining eligibility for overtime payment.

Article XIV: HOLIDAYS

- A. Twelve Month bargaining unit members:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year's Eve	Fourth of July
- B. All other bargaining unit members:

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

- C. If a holiday falls on Saturday, the work day next preceding it will be designated the holiday. If the holiday falls on Sunday, the work day next following it will be designated the holiday, subject to the adopted school calendar and in accordance with O.R.C. 33119.087.

Article XV: VACATIONS

All classified full-time and regular part-time bargaining unit members who are employed on a twelve (12) month contract (excluding summer workers under section E of Article XXVIII) earn vacation as follows:

- A. Less than one year service .one (1) day for each month worked after the first two (2) full months for a maximum often (10) vacation days to be taken during the next contract year, provided that no bargaining unit member shall be entitled to any actual vacation leave until he/she has completed twelve (12) full months employment with the Board.
- B. One year through six years of service - two weeks.
- C. Seven years through twelve years of service - three weeks.
- D. Thirteen years through eighteen years of service - four weeks.
- E. Nineteen years of service and up - five weeks.

Years of service shall mean continuous service in the district regardless of position held, including any positions held that were not on a twelve (12) month contract. However, where the bargaining unit member had more than one (1) year of service with the District at the time of the beginning of the twelve (12) month contract, he/she will earn vacation during their first year in the twelve (12) month contract at the rate commensurate with their total years of service with the district.

Vacation earned during a specific contract year will be available to be taken during the next contract year.

The vacation year for all bargaining unit members for vacation purposes shall be August 1 through July 31.

Vacations may be taken at any time of the year subject to the approval of the Director, Principal, Superintendent or his designee. Vacation preferences will be submitted before October 1, and conflicts within a building/classification shall be resolved on the basis of seniority. Requests submitted after October 1 shall be considered on a first-come first-served basis.

Bargaining unit members may carry over, not to exceed two (2) weeks of vacation into the following year with the written approval of the Principal, Director, or Administrator.

The carry-over must be used in the following year.

Article XVI: OVERTIME, BREAKS AND PAY DAYS

A. Workweek

1. The standard work week shall be forty (40) hours per week and shall not include more than ten (10) hours per day and shall not include more than five (5) consecutive days per week with said days being Monday through Friday. Management reserves the right to schedule bargaining unit members on a Tuesday through Saturday work week on a limited or seasonal basis. Any regular Tuesday through Saturday schedule would have to be agreed to by the Union.
2. The regular work week for short hour bargaining unit members shall be Monday through Friday and the hours shall be for the number of hours established or required for the position.
3. Bargaining unit members may work four (4) ten (10) hour days when school is not in session for students with the approval of the Director.
4. Each such work day shall include a duty free uninterrupted unpaid lunch period of not less than thirty (30) minutes.
5. When a Principal/Director requires any bargaining unit member to work during lunch, the bargaining unit member shall receive a paid lunch period.

B. Breaks

All regular full time bargaining unit members are entitled to fifteen (15) minute breaks in the A.M. and P.M. Short hour bargaining unit members working less than full time, but at least four (4) hours will be entitled to one (1) such break. (Bus drivers are not eligible for breaks).

C. Pay Days

All bargaining unit members shall have their choice to receive their salary on a semi-monthly, twenty-four (24) pay basis or twenty (20) pay basis except where otherwise stated in the member's individual contract or salary notice. The twenty-pay basis will only be done by classification and not by an individual bargaining unit member's choice. Any classifications that receive their salary in 20 pays will be required to pay in full by June 30th any benefits that are extended for 12 months. "Spread pay" at the beginning of a new contract year shall not include any payment for hours not yet worked for that contract year.

D. Overtime Eligibility Computation

Paid leave, holidays, and vacation days shall all count toward meeting the above forty (40) hour work week provisions.

E. Sundays and Holidays

Except as otherwise provided, no bargaining unit member will be required to work on Sundays or Holidays. For all bargaining unit members who are scheduled to work 40 hours per week, any work performed on Sundays or holidays and all work performed over and above the forty (40) hour work week shall be compensated at the rate of one and one-half (1-1/2) times his/her normal rate of pay. For all bargaining unit members who are scheduled to work less than 40 hours per week, any work performed on holidays shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay. Payment at time and one-half for Sundays would not occur unless their total hours of work for that week exceed 40. The Board and Administration may grant compensatory time off, at the bargaining unit member's option, in place of overtime pay, at the rate of time and one-half (1-1/2).

F. Assignment of Overtime

The Board will offer overtime opportunities during the work year first to bargaining unit members in the affected job classification and/or the classification having the same or similar duties who are assigned to the building where the overtime is to be worked. If there are no such bargaining unit members available, overtime will next be offered to other bargaining unit members in the affected job classification and/or the classification having the same or similar duties.

If the Director has difficulty assigning overtime, the Director shall call the next three (3) bargaining unit members, in order of seniority, in an attempt to assign the overtime. The Director shall note the date and time of such attempts on the rotation roster. The Director shall make an attempt not to assign consecutive overtime to the same bargaining unit member.

The Director shall post, on a bulletin board in his/her office and the Board office, a seniority list of bargaining unit members, indicate the overtime they have received and upcoming overtime assigned. This shall be posted in an area readily accessible to any bargaining unit member who wishes to review the list. The Board will distribute overtime on a seniority rotation basis to those bargaining unit members who have expressed an interest in working overtime.

G. Any bargaining unit member called out to work either before or after his/her

work shift or on a bargaining unit member's not regularly scheduled work day, shall be paid a minimum of two (2) hours or for all time worked. At the discretion of the bargaining unit member he/she shall also have the option of working his/her normal hours.

Article XVII: WRITTEN CONTRACTS

- A. Newly hired bargaining unit members who are hired after July 31 and prior to the following February 1 shall be employed by and on a limited written contract through the following July 31. After the completion of this initial contract, if the bargaining unit member is retained, the subsequent limited contract shall be for two (2) years. Upon completion of this two year (2) contract, if the bargaining unit member is retained, he/she shall be continued in employment and the salary provided in the contract may be increased, but not reduced, unless the reduction is part of a uniform plan affecting the nonteaching employees of the entire district.

Newly hired bargaining unit members who are hired between February 1 and the following July 31 shall be employed on a limited written contract through the same July 31. After completion of the initial contract, if the bargaining unit member is retained, the subsequent limited contract shall be for one (1) year. After completion of the second contract, if the bargaining unit member is retained, the subsequent contract shall be for two (2) years. Upon completion of this two year contract, if the bargaining unit member is retained, he/she shall be continued in employment and the salary provided in the contract may be increased, but not reduced, unless the reduction is part of a uniform plan affecting the nonteaching employees of the entire district. If at the expiration of a bargaining unit member's first or second one (1) year contract or two (2) year contract, the District intends not to re-employ the bargaining unit member, the District will provide written notice to the bargaining unit member prior to June 1st of the year in which the contract expires. The District has total discretion to decide not to re-employ a bargaining unit member prior to his/her attaining continuing contract status for any reason it deems necessary.

- B. The contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts may be terminated only for violation of written rules and regulations as set forth by the Board of Education, for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the Board of Education to terminate the contract of a bargaining unit member, the Board may suspend a bargaining unit member for a definite period of time or demote the bargaining unit member for the reasons set forth in this division. The bargaining unit member will promptly be sent written notice by certified mail of the Board of Education's action terminating, demoting, or suspending him/her. The bargaining unit member may contest the Board of Education's action under this paragraph by filing a grievance pursuant to Article IX. The

grievance/arbitration procedure shall be the exclusive means of contesting a demotion, suspension, or termination during the term of the contract, and shall supersede and be in lieu of all other remedies, including court appeals provided by Revised Code Section 3319.081 (C).

- C. Any bargaining unit member may terminate his/her contract of employment thirty (30) days subsequent to the filing of written notice of such termination with the Treasurer.
- D. A person hired exclusively for the purpose of replacing a bargaining unit member while such bargaining unit member is on a leave of absence granted under Section 3319.13 of Ohio Revised Code is not a regular bargaining unit member under this section.

Article XVIII: INDIVIDUAL RIGHTS

A. Evaluation

1. Any annual evaluation by the appropriate Director, Principal or Administrator on any bargaining unit member's work record shall be examined by the bargaining unit member and initialed by him/her prior to being placed in his/her files. The bargaining unit member shall be provided with a copy of said evaluation. Initialing of evaluation forms merely indicates review by the bargaining unit member and not necessarily agreement or disagreement with the contents. In the event the bargaining unit member refuses to initial the evaluation form, the evaluation report shall be filed without the bargaining unit member's signature. The Transportation Director shall notify operators, by phone, the morning of the evaluation if at home site.
2. Should the appropriate Director, Principal or Administrator feel that a bargaining unit member needs to be observed/assessed more than once per year, the Director shall meet with the bargaining unit member, and establish goals and objectives for improvements. The appropriate Director, Principal or Administrator shall meet with the bargaining unit member at least three (3) times prior to the official evaluation(s) to note all improvements. The observation assessment shall be done on the appropriate form.

Evaluations, if they are performed, shall be completed by May 15th of each year.

3. Any bargaining unit member may write and attach his/her comments to any evaluation form examined by him/her.

4. The presence of this bargaining unit member evaluation section in the agreement does not make mandatory any bargaining unit member evaluations. If and when evaluations are conducted, the above procedures shall be followed.

B. Personnel Records

1. The official personnel file shall be kept in the Central Administration Office. All disciplinary records, evaluations, letters of commendation, and awards shall be sent to the office file. Complaint forms may be sent to the file. If such items are sent to the official file, the bargaining unit member will be informed, given a copy and will have an opportunity to respond. The bargaining unit member's response shall be placed in his/her personnel file.

Any bargaining unit member may request to examine his/her personnel file and shall be permitted to do so at a reasonable time of request, not to exceed one eight (8) hour day.

At the bargaining unit member's request, he/she may have a Union representative accompany him/her in the review of the file, and a representative of the District will also be present. Any bargaining unit member may submit letters of work-related commendation or awards to his/her file.

2. A copy of a written disciplinary report, signed and dated by the appropriate Director, Principal or Administrator, which is to be included in the bargaining unit member's personnel file, shall be sent to the bargaining unit member and the Union.
3. Bargaining unit member personnel records shall be expunged of disciplinary actions or reprimands, after a three year period of time if there is not a reoccurrence of the same issue and upon mutual agreement of the Board and Union.

C. Inspection

Bargaining unit members will not be required to participate in the search of any buildings which have been evacuated due to a bomb threat. Further, bargaining unit members shall not be required to search students for illegal substances and/or weapons.

D. No Reprisals

No reprisals shall be taken against any bargaining unit member by reason of his utilization of any procedure or activity herein provided for, or on account of his

membership or position in an organization and its lawfully related activities.

Article XIX: VACANCIES AND TRANSFERS

A. Vacancies (except for vacancies among transportation operators; see Article XXIX, Section 9)

1. A position shall be considered vacant when a bargaining unit member has resigned, retired, is discharged, has transferred to another position or when a new position is established.

Should the District determine that it will not fill a vacant position, notification of that decision will be posted in place of a vacancy notice, and such notice shall be sent to the Union president.

2. Vacancies shall be posted at the Board Office and in all other school buildings in the system in an area readily accessible to bargaining unit members for a period of five (5) working days. Each posting shall include the position, its location/shift, and the job description. Each posting shall be initialed and dated by the Director, Principal or the appropriate Administrator as to the date of posting. Reminders of summer postings will appear on paycheck stubs.
3. A bargaining unit member must make a request for the vacancy, in writing, to the appropriate Administrator with copies to the Central Office and the Union President. All such requests for consideration shall be received by the District no later than 4:00 p.m. of the fifth day of posting.
4. The awarding and filling of all posted vacancies shall be accomplished as follows:
 - a. Bargaining unit members within the classification of the vacancy with the most seniority shall be given first consideration so long as they have demonstrated the necessary qualifications, as outlined in the current job description, and skills for the vacancy;
 - b. Other bargaining unit members shall be considered next so long as they have demonstrated the necessary qualifications and skills;
 - c. Should the above procedure not provide a qualified (as outlined in the current job description) and skilled bargaining unit member, the Board may hire a person deemed so qualified to fill the vacancy or may transfer a bargaining unit member as outlined in Section B.

5. An individual awarded a vacancy must resign his/her previously held position if the combined hours for the position would regularly exceed forty (40) hours per week unless the Board in its sole discretion chooses to waive this requirement. This individual would serve a thirty (30) working day probationary period. If a bargaining unit member is awarded a vacancy in which he/she has previous experience, the Board may waive the probationary period.

6. If at any time during this probationary period the employee determines that the new position is not satisfactory, the employee may return to his/her previously held position.

If at any time during this probationary period the Board determines that the newly assigned employee is not performing satisfactorily, or decides to return the employee to the previously held position, the employee shall be return to the position he/she held immediately before the assignment within 5 working days.

7. Any bargaining unit position which becomes vacant or is newly created may be filled by a substitute but no such position may be filled by substitute personnel for more than sixty (60) consecutive working days.

8. When a bargaining unit member changes positions by filling a vacancy, he/she shall be placed on the same step as was held in the previous job, however, the employee will be placed on the bottom of that departments seniority list. District seniority will not be affected.

9. Vacancies due to sick leave, extended vacation or leave of absence in excess of sixty (60) working days shall be posted for temporary assignment. If no qualified bargaining unit member, per 4.a. or 4.b. of this Section, requests consideration for said temporary assignment, the District may fill the temporary vacancy as it deems, in accordance with Section B. of this Article.

B. Transfers

1. In accordance with Section A.9. of this Article, the Board shall have the right to transfer a bargaining unit member in order to fill a vacancy created by vacation, sick leave, leave of absence or if no other bargaining unit member bids for the posted vacancy. If a bargaining unit member feels that such a transfer would result in undue hardship, said bargaining unit member may request reconsideration of the transfer to his/her Director, Principal or appropriate administrator.

2. Should the Board transfer a bargaining unit member, the Union and the bargaining unit member must be consulted as to the necessity of such

transfer. If such transfer is necessary, the transfer shall be made, to a similar position, without a reduction in compensation, benefits or seniority.

3. When a bargaining unit member transfers from one position to another, continuous service will not be disrupted if the new job does not start immediately upon completion of the previous job (*i.e.* cafeteria employee transfers to transportation).

Article XX: FRINGE BENEFITS

A. Healthcare Insurance

The Lake County Schools Council Standard Plan Nos. 1 and 2, and Consumer Driven Health Plan shall be the only healthcare insurance offered by the Board to the members and shall be subject to the following conditions and limitations:

1. Eligibility. Members who work less than twenty (20) hours per week are ineligible to participate in the Board's healthcare insurance (medical, prescription drug, dental, and vision).
2. Employee contributions for LCSC Standard Plan No. 1 (medical and prescription drug) are as follows:
 - a. For 12-month full-time employees, the employee contribution will be 10%.
 - b. For school year full-time employees working at least 35 hours per week, the employee contribution will be 12.5%.
 - c. For other school year employees working at least 27 hours per week but less than 35 hours per week, the employee contribution will be 20%.
 - d. For other school year employees working at least 20 hours per week but less than 27 hours per week, the employee contribution will be 50%.
3. Employee contributions for LCSC Standard Plan No. 2 (medical and prescription drug) are as follows:
 - a. For 12-month full-time employees, the employee contribution will be 18%.
 - b. For school year full-time employees working at least 35 hours per week, the employee contribution will be 20.25%.

- c. For other school year employees working at least 27 hours per week but less than 35 hours per week, the employee contribution will be 25%.
 - d. For other school year employees working at least 20 hours per week but less than 27 hours per week, the employee contribution will be 50%.
4. Throughout the duration of this agreement, there shall be no employee contribution for the Consumer Driven Health Plan (medical and prescription drug).
 5. Dental and Vision Insurance. The Board shall offer dental and vision insurance (single or family) to eligible employees at an employee contribution rate of \$10 per month. The Dental Plan will be consistent with the Plans offered to other District bargaining unit members. The Vision insurance shall include coverage for one (1) eye examination every twelve months, one (1) pair of lenses every twelve (12) months, and one (1) pair of frames every twenty-four (24) months. The Vision plan will have co-pays as follows: \$10 for examinations, \$15 for lenses and \$15 for frames.
 6. The Board shall provide hospitalization, major medical, dental and vision insurance policies for bargaining unit members and their spouses and dependent children, provided that the bargaining unit member complies with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. The Board shall have no obligation to provide insurance for a dependent if the bargaining unit member desiring dependent coverage fails to make written application to the Treasurer or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.
 7. The Board will provide a Section 125 Tax Plan for members of the bargaining unit for the duration of this contract. This Plan will include medical premiums, dependent care, and unreimbursed medical.

When two members of the same family are employed by the Board, only one is eligible for family coverage, provided that no dependent shall be deprived of coverage by nature of this provision. This section shall not preclude the spouse from receiving the medical insurance rebate. The rebate to a spouse shall be paid at the single rate. The District retains the right to convert a family health insurance plan covering two married bargaining unit members to two single health insurance plans as long as the bargaining unit members suffer no economic loss. The bargaining unit member will be informed prior to the conversion.

B. Life Insurance

The Board shall provide at no cost to the bargaining unit member, a group term life insurance policy in the following amounts:

1. 12 month full-time bargaining unit members....\$50,000
2. school year full-time bargaining unit members.\$45,000
3. school year bargaining unit members:
 - a) at least 30 hours per week up to 35 hours per week.....\$40,000
 - b) at least 20 but not more than 30 hours...\$30,000 c) less than 20 hours per week.....\$ -0-

C. Medical Insurance Rebate

Once yearly, members of the bargaining unit shall have the option to participate in any or all insurance benefits. If a bargaining unit member elects not to receive a specific insurance benefit for a full year of the contract, he/she shall receive a rebate according to the following, and changes in the amount of employee contributions will be calculated and made effective each July 1st (prorated for the initial “short” year):

<u>Benefit</u>	<u>Single/Family</u> <u>100%</u>	<u>Single/Family</u> <u>85%</u>	<u>Single/Family</u> <u>75%</u>
Hospitalization/Major Medical	\$575/\$1150	\$489/\$978	\$431/\$863
Prescription Drug	\$100/\$200	\$85/\$170	\$75/\$150
Dental Care	\$75/\$150	\$64/\$128	\$56/\$113
Vision	\$50/\$100	\$43/\$85	\$38/\$75

It is the bargaining unit members who must inform the District Treasurer in writing by the end of the enrollment period of each contract year as to the insurance option(s) they are selecting for rebate. The rebate shall be paid as part of the regular paycheck on the second pay period in September of the ensuing school year. Members have the right to request to enter any of the insurance options during the contract year, but shall forfeit a prorated portion of the rebate for the months enrolled.

D. Enrollment

Open enrollment is May 15 through June 15 annually. A member of the bargaining unit may change the coverage (single or family) effective the first day of any month. Any changes must remain in effect for at least six (6) months

unless one of the following events occurs:

1. Marriage
2. Birth or adoption of child
3. Death of spouse or child
4. Divorce or legal separation
5. Dependents eligibility status change
6. Return from Board approved leaves
7. Loss of insurance coverage by spouse

New members of the bargaining unit must apply for coverage within thirty (30) days of the 1st day of employment.

Article XXI: REDUCTION IN FORCE

- A. Under Section 3319.172 of the Ohio Revised Code, the Board of Education may adopt a resolution ordering reasonable reductions in the number of non-teaching employees for any of the reasons for which a board of education may make reductions in accordance with the terms of Section 3319.17 of the Ohio Revised Code. To the extent this provision conflicts with Section 3319.172 of the Ohio Revised Code, Section 3319.172 shall govern.
- B. The number of bargaining unit members affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for bargaining unit members who resign, retire or otherwise vacate a position.
- C. Temporary, casual and seasonal bargaining unit members in an affected classification shall be laid off first.
- D. Seniority.
 1. System Wide - shall be defined as the uninterrupted length of continuous service with the Board, computed from the latest effective date of hire.
 2. Classification - shall be defined as the length of uninterrupted continuous service within the classification.
 3. Leaves - authorized leaves of absence do not constitute an interruption in continuous service nor does the bargaining unit member receive seniority service credit while on or as a result of the leave.
 4. Identical Seniority - In the ease where affected employees have identical seniority, seniority shall be determined in the following

order:

- a. The earlier date of the Board meeting at which the affected employee was hired.
- b. If there is still a tie among two or more affected employees, the earlier date that the affected employee submitted his/her signed employment contract to the Board per the applied time stamp.
- c. Then, a coin toss per current contract language unless there are more than two affected employees, then drawn numbers.

If after the forgoing the employees still have equal seniority, bargaining unit members shall, in the presence of the Union President and the Superintendent, flip a coin to determine their respective order of seniority.

E. The Superintendent will meet with the Union prior to instituting any reductions and prior to the Board making a decision regarding layoff

F. Displacement Rights.

Any bargaining unit member affected by such a reduction shall be granted displacement opportunity. Displacement shall be exercised on the basis of total system seniority. Any bargaining unit member affected by such a reduction may displace a less senior bargaining unit member within the same classification or classification series in the following order:

1. Within the same classification.
2. Within the same classification series.
3. Within the classification the bargaining unit member held immediately prior to holding the classification from which the bargaining unit member was laid off.

For purposes of this paragraph, the classifications and classification

series shall be:

- | | |
|----------|---|
| Series 1 | <u>Assistant Department</u>
Library
Study Hall Monitor
Recess/Playground |
| Series 2 | <u>Special Needs Assistants</u>
Multi-Handicapped
Special Needs Assistant
Teacher/Pre-kindergarten |

- Series 3 Bus Coordinator
- Series 4 Transportation Department
Transportation Operators
Non-CDL Operators
Transportation Assistants
- Series 5 Cafeteria Department
Kitchen Manager
Assistant Cook
Cashier
Lunch Assistant
- Series 6 Courier Department
- Series 7 Crossing Guard Department
- Series 8 Custodial Department
Skilled Crafts
Maintenance II
Maintenance I
Custodial
- Series 9 Fleet Maintenance Department
Head Technician
Fleet Technician II
Fleet Technician I
- Series 10 Secretarial Department
Secretaries

All bargaining unit members affected by displacement or “bumping” shall be entitled to a written notice of a “bumping” meeting. Such notice shall be provided to the bargaining unit members five (5) days prior to the meeting date. All affected bargaining unit members shall be present at such meeting or designate a Union official to act in their stead, in case of emergency.

- G. Thirty (30) days prior to the effective date of layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority date, and classifications and indicate which bargaining unit members are to be laid off. Each bargaining unit member to be laid off shall be given thirty (30) days advance written notice of the layoff. Each notice of layoff shall state the following:

1. Reason for layoff.
2. The effective date of layoff

3. A statement advising the bargaining unit member of his/her rights of reinstatement from layoff
- H. The names of all bargaining unit members laid off shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any individuals are hired in that classification.
 - I. The bargaining unit member's name shall remain on the appropriate reinstatement list for a period of three (3) years from the effective date of layoff. If reinstated from layoff, during this period, such bargaining unit members shall retain all previously accumulated seniority and a notice of reinstatement shall be made by certified mail. The recall notice shall be sent to the last known address. The bargaining unit member must respond, in writing, within five (5) working days of receipt of recall notice as determined by the date on the return receipt. The bargaining unit member is responsible for keeping the Board advised of his/her current address, and the Board notification of recall to last known address meets the Board's responsibility. If the bargaining unit member accepts reinstatement, he/she will resume the contract status held at the time of layoff, and layoff time will not count as time actually served for purposes of attaining either continuing contract status or eligibility for continuing contract status.
 - J. Vacancies that occur during a Reduction in Force shall be subject to Article XIX Vacancies and Transfers. If not filled within five (5) days of notice of vacancy, it shall be offered to the bargaining unit member highest on the layoff list within the classification. Any bargaining unit member who declines reinstatement shall be removed from the reinstatement list. However, any bargaining unit member who refuses recall to a lower classification shall not be removed from the reinstatement list for that reason. However, any bargaining unit member who refuses recall to a lower classification or to a position with fewer hours than s/he held at the time of layoff shall not be removed from the reinstatement list.

Article XXII: DISCIPLINE

- A. A bargaining unit member shall be subject to discipline for cause.
- B. Except for serious offenses, principles of progressive corrective action shall be followed. Serious offenses include safety related matters, unauthorized absence from work; assault/fighting; insubordination; knowingly falsifying a work related document; theft; dishonesty; negligence; obscene or profane conduct, and those for which a bargaining unit member is subject to termination, demotion or suspension under O.R.C. 3319.081. In matters of serious offense, the offense may be dealt with at the appropriate step below. Generally, progressive discipline shall include:

1. First Offense .Oral warning and conference with Director.
2. Second Offense .Written warning.
3. Third Offense .Written reprimand and conference with Director.
4. Subsequent Offenses .Demotion, suspension or termination as is deemed appropriate under the circumstances.

Prior to any disciplinary action, a meeting will be held with the bargaining unit member, his/her representative, and the Director who initiated the action.

- C. The School District may suspend a bargaining unit member with pay pending disciplinary action under paragraph (B).
- D. Copies of written reprimands or other disciplinary actions shall be promptly sent to the Union representative.
- E. The Union representative will be notified, and the bargaining unit member will be permitted to have a Union representative present at disciplinary conferences and meetings.
- F. Directors will not give oral and written reprimands in front of other staff or public.
- G. A grievance regarding disciplinary action in accordance with subsection B. 3. or B. 4 of this Article may be initiated at Step 3 of the grievance procedure.

Article XXIII: SICK LEAVE REWARD

For each sick leave day earned but not used, in excess of 230 days, a bargaining unit member who works at least five (5) hours per day shall receive annually, not later than September 15 of the ensuing contract year, a reward of sixty-five (\$65.00) dollars per day of the current year accrued but not used days. This provision applies to bargaining unit members who have 230 days accumulated as of August 1. Max payout will be fifteen (15) days. Days used for sick leave reward shall not be deducted from employees' sick leave accumulation.

Article XXIV: MANAGEMENT RIGHTS

Except as expressly limited by the terms of this agreement, the Board hereby retains and reserves for itself, without limitations, all the powers, rights, authority and responsibilities conferred upon it by the Laws and Constitution of the State of Ohio and the United States. The Union recognizes that it is the exclusive function of the Board to maintain order, efficiency, and general operational responsibility for the District; to hire, direct, classify, assign, schedule, evaluate, promote and demote employees; to

discipline or discharge employees; to make and alter reasonable rules and regulations to be observed by employees; to determine reasonable levels of quality and quantity of work; to determine work methods; and to carry out all other ordinary and customary functions of a board of education.

The Union undertakes for itself, its agents, representatives, and members to cooperate fully with the Board in the exercise of these management rights.

Further, the Board and the Union are not required to bargain on any subject during the term of this agreement unless mutually agreed upon.

Article XXV: UNION RIGHTS

- A. Facilities: The Union shall have the right to use the Board's facilities for meetings with permission of the Superintendent or his designee, provided that the Union shall reimburse the Board for any custodial services required. The Union also may use inter-office mail, bargaining unit member mailboxes, and designated areas on bulletin boards.
- B. Board Meeting Notices: Board meeting notices will be posted in accordance with Sunshine Law guidelines.
- C. Board Agenda and Minutes: The Board shall provide the Union President with copies of the Board agenda prior to the meeting and official Board minutes following each Board meeting.
- D. Policy Books: Board policies will be made available for the Union on the District website.
- E. Workshops:
 - 1. If the Board requires bargaining unit members to attend professional meetings or workshops, the bargaining unit member(s) shall be granted time off and shall be reimbursed for their actual, necessary expenses relative to mileage, meals, tuition, registration fees and necessary lodging.
 - 2. Bargaining unit members may be permitted to attend professional workshops and/or classes, relative to their classification, with the approval of the Director, Principal and Treasurer and shall be reimbursed as in number 1 above.
- F. Labor-Management Committee: The Union and the Superintendent or his designee shall meet to discuss work-related items. The purpose of the meetings shall be to solve problems before they become formal grievances; to keep both

parties to this contract informed of changes and developments caused by conditions other than those covered by this agreement, and to confer over potential problems in an effort to explore solutions. Labor-Management Committee meetings may be a forum for discussion of such matters as training, in-service, equipment, safety and staffing concerns. Representing OAPSE shall be the Local President, Secretary, Field Representative, and up to four (4) other bargaining unit members the Union deems necessary, if possible from different classifications. Such meetings will be held at least four (4) times per year and minutes shall be taken and distributed to the participants. Labor-Management Committee discussions may include matters that may be subject to bargaining. However, discussing such issues at Labor-Management Committee meetings shall not be deemed to be bargaining, only discussion of that issue.

G. Financial Reports

The Treasurer shall provide to the President of the Union access to adopted financial reports via the District website.

H. Health and Safety:

1. The Board and the Union agree to work cooperatively to provide bargaining unit members with a safe and healthy work place. Bargaining unit member complaints about unsafe equipment shall be given priority by the administration, and bargaining unit members are encouraged to bring concerns directly to the attention of the principal or superintendent, as may be appropriate, if they are not satisfied with the action taken by their immediate Director.
2. Bargaining unit members who are questioned about a work related accident or are subject to discipline shall have the right to be accompanied by a union representative of their choice. When possible, the Board shall give the Union advance notice of such meeting.

I. OAPSE Workshop: The Board agrees to permit up to four (4) local officers and up to five (5) bargaining unit members, who desire to attend OAPSE workshops, if held on OAPSE/NEOTA Day, and to be paid for such hours of attendance at the workshop. In order to be paid, bargaining unit members must sign in at the beginning of the meeting and remain during the entire scheduled meeting. OAPSE shall keep a record of those attending and turn said record in to the payroll department on the next scheduled work day before any payments are made.

J. Mandatory Meetings: Any bargaining unit member required to attend meetings called by administrators, directors, and/or principals outside their work day, work hours, or work year shall be paid for all time spent in such meeting(s) at the appropriate rate of pay.

- K. Worksite Visitations: Designated Union Representatives and Field Representatives shall be permitted at worksites to see union members during breaks, lunches or non-working hours when possible. Such representatives shall inform the Principal/Director of their presence and shall not unduly disrupt the bargaining unit member's work schedule.

Article XXVI: UNIFORM ALLOWANCE

- A. Uniforms will be supplied by the Board for fleet technicians; shirts/smocks will be supplied for Custodial and maintenance bargaining unit members. Foul weather gear, which will include boots, rainwear and winter wear for maintenance and fleet technician personnel, shall be supplied by the Board following consultation with the affected bargaining unit members and the Director. Following the initial purchase, the above items will be replaced on an as needed basis and upon presentation of the original item. During the school year, bargaining unit members must wear the uniforms, shirts, smocks, and/or boots supplied by the District and must wear the District- supplied foul weather gear as required by weather conditions.
- B. Fleet technicians shall be reimbursed for replacement of tools, of equal and brand name value, up to the amount of \$100.00 per tool upon presentation of sufficient documentation of need and determined by the Director. Tools valued at or over \$100.00 shall be approved for replacement by the Director.

The Board shall be provided with a tool inventory annually from each fleet technician.

- C. All Kitchen Managers and Assistant Cooks will receive a uniform allowance of \$50.00 upon presentation of sufficient documentation. Cashiers will not receive a uniform allowance except at RHS, JRW and LMS. Lunchroom Assistants will not receive a uniform allowance. Aprons will be provided for bargaining unit members who are not required to wear uniforms and do not receive a uniform allowance.
- D. All bargaining unit members shall be supplied with gloves necessary to perform their duties.
- E. Custodial employees shall be reimbursed up to \$50 per year for the cost of shoes/boots upon presentation of receipt.

Article XXVII: SERS PICK-UP

Consistent with current practice, there will be Board pick-up of SERS via uniform salary reduction per SERS guidelines.

Article XXVIII: GENERAL

- A. Federal/State Programs and Student Employees: The Board shall not employ any students under any secondary school or college work-study program or any federally funded work experience program in any position that would replace any bargaining unit member.
- B. Asbestos Tests: When required by state or federal law, the Board shall provide testing during the school year to determine whether a bargaining unit member's health has been affected as a result of working or having worked in a Board-owned building or buildings that contained asbestos.
- C. Supplemental Contracts - Classified Staff: In the event there is no certified staff hired for a supplemental salary position, or if there is no interest shown for said position by the certified staff, qualified members of the recognized classified bargaining unit who express interest shall be considered for such work before the position is offered outside the bargaining unit.

Bargaining unit members who have held these positions in the past shall be given first consideration.

- D. Extracurricular Events (Junior & Senior High Schools): In accordance with the above Section C, regarding supplemental contracts, members of the recognized classified bargaining unit will have a fair and equal opportunity to work ticket/gate, timekeeper, and similar positions at Junior and Senior High School events.
- E. Summer Work: Bargaining unit members who do not work during the summer months shall be permitted to bid on available summer work that does not require certification and for which they otherwise qualify. Bargaining unit members hired for such work shall do so on condition that they expressly agree to accept the Board-established summer rate rather than their regular rate; that the summer work time shall not increase holiday or vacation rights or otherwise affect their status as less than twelve (12) month bargaining unit members; and that their insurance and fringe benefit status shall not change as a result of the summer work. The summer jobs themselves shall remain separate and distinct from the bargaining unit, and OAPSE acknowledges it has no right to bargain over terms and conditions of summer employment. This provision shall not apply to situations when a bargaining unit member is called in as a substitute in the summer; such bargaining unit members shall continue to be paid in accordance with the current practice.
- F. All bargaining unit members shall be ultimately responsible to the Assistant Superintendent in charge of Personnel. However, the Superintendent of Schools, as the executive head, shall retain final authority over bargaining unit members.

- G. Directors shall not perform bargaining unit work, except in an emergency. Bargaining unit members shall not be required to dispense medication nor perform nursing duties, except in emergencies where there is an absence of the nurse, health aide, principal, assistant principal, or director, to handle such duties. Such bargaining unit members shall be under the direction of and be annually trained by the school nurse in the correct dispensation of and record keeping for medications.
- I. Bargaining unit members who are required by the Board to receive additional training for the performance of their job shall have such training paid for by the Board. Should the bargaining unit member be required to attend during the bargaining unit member's work shift, it shall be without loss of pay.
- J. School Events: Bargaining unit members may be permitted to attend school events, except where prohibited by law, or where attendance conflicts with their assigned work schedule, and will be given staff passes allowing admittance.
- K. Sub-Contracting: The Board shall not subcontract if the result is to lay off bargaining unit members or to deprive an available, qualified bargaining unit member of a regular work opportunity. If the Board does subcontract, it shall be limited to work not customarily performed by bargaining unit members during their normal workday or for the lack of a qualified bargaining unit member available to perform it. The Board and the Union shall meet to discuss subcontracting before any action is taken except in emergency situations where notification to the Union will be as soon as possible. Bargaining unit members may be given the opportunity to bid on work (not being performed by other bargaining unit members) and district projects within the scope of their abilities. Such opportunities shall be shared with the Union.

The Board agrees to advise building administration of this provision to insure their awareness of responsibilities prior to sub-contracting.

- L. Volunteers: The Board may utilize volunteers providing their contributions will enhance but not replace the work normally done by bargaining unit members. Volunteers will be under the direction of appropriate Directors who shall designate the work to be done which shall not be bargaining unit work. Any functions and/or the purpose of volunteers not described in this paragraph will follow Ohio Revised Code 4117.103.

Article XXIX: TRANSPORTATION

A. Bidding of Routes

- 1. Prior to July 1st, all anticipated route packages for the bid date will be available in the Transportation Director's office for review. Bidding shall take place no sooner than seven (7) days after posting but prior to July 15th. Route packages will be established

by the Transportation Director.

2. The Transportation Director is responsible for the development, maintenance, and modification of all transportation routes in compliance with current laws, regulations, Sections of this Article and parameters of this entire Agreement. All route packages may be modified during the school year as the needs of the District change. Such changes will not result in a reduction in an operator's approved route time as outlined below except as listed in this item. In instances where an operator's time is found to materially decrease thirty (30) minutes or more after September 30th, management reserves the right to assign additional duties, within the operator's or assistant's job description, for the approved time the operator is paid. If there is no other work available for that operator they will be given the option of reducing their approved time and pay or requesting a bumping meeting, within the classification, in compliance with Article XXI, (such a "bump" would be exempt from the thirty (30) day notification procedure of the RIF provision). In instances where an operator's time (excluding mid-day routes) is found to increase by thirty (30) minutes or more after September 30th, the route shall be posted for bid. The bidding will be posted for three (3) working days in the Transportation Department and be exempt from the five (5) working day period in Article XIX.
3. On the bid date established under Section A. 1. of this Article, operators and transportation assistants shall be called into the Transportation Director's office for bidding of all anticipated route packages. All operators and transportation assistants' positions shall be a part of this bidding. Each contracted operator shall choose, by seniority, a route package assignment from the list of all anticipated route assignments prepared by the Transportation Director.
4. So long as the operator's total hours of compensation will not exceed forty (40) hours per week, from a route package in item 3 above, they may also elect to choose, by seniority, additional assignments from a separate list of routes prepared by the Transportation Director. This bidding shall take place in accordance with the bidding timeliness established herein. Any route vacancy during the school year, beyond the bid date, will not be awarded to any operator if the total route assignment exceeds forty (40) hours per week. Mid-day routes shall be paid a minimum of one (1) hour. The addition of stops along any route driven by the operator does not constitute an additional route.
5. Any regular operator that is not available to bid during his/her appointed time due to illness or approved leave will give notice to the Transportation Director and arrangements will be made for choosing a route assignment by way of phone or a bargaining unit member to bid in his/her place. An

operator shall inform the Transportation Director of the identity of his/her designee.

6. At the time of bidding, the Transportation Director shall provide the operator with the first stop location, estimated length of route, roads traveled, school building and number of assigned bus for the route. Management reserves the right under Article XXIV of this Agreement to reassign equipment as the needs of the District dictate. Once the operator has chosen his/her desired route, the Transportation Director will calculate the total hours which shall include the route package, travel time and non-driving time. This total will be forwarded to the Board Treasurer. The calculated hours will be used for a basis in calculating the operator's annual compensation.
7. The Transportation Director will give the operators any information, to the best of the Director's knowledge, that may benefit the operators in the selection of their routes.
8. If requested, operators may assist the Transportation Director with bus routes in an effort to solve routing problems, and be paid their hourly rate for such time.
9. Vacancies. In the event a new route is established which necessitates the use of additional bus(es), or an existing route becomes vacant due to resignation, retirement, termination or leave of absence, said route(s) shall be posted and bid as follows:
 - a. The Director and Union President or designee shall meet to decide whether to conduct a bid meeting and, if so, to select a date to hold a one-day bidding meeting.
 - b. The notice shall be posted for at least five (5) working days and must contain all information about the vacant route including schools, bus #, hours, and roads traveled. A copy of the route should be made available for all interested operators to view prior to the meeting.
 - c. Any operator who is interested in bidding on the new posting or any routes that become vacant during the bidding procedure shall attend the bidding meeting. If an operator cannot be present for the scheduled meeting, s/he may have a representative attend for them.
 - d. The most senior driver shall have first choice. If that operator accepts the vacant position, his/her route now becomes vacant and will be offered for bid.
 - e. The Director will make a copy of the next vacant route and present

it to the remaining employees for viewing. The vacant route will be awarded to the next most senior operator who accepts it.

- f. The process will continue until all routes have been offered. The final route will be filled by a substitute selected by the Transportation Director.
 - g. Once an operator accepts the vacant position offered, the operator will be removed from the bidding process. The operator may not bid on any other routes that become vacant during this process.
 - h. The Director shall let the operator(s) know the date that they will start their new route.
 - i. This procedure applies to transportation operators only. All other vacancies are subject to Article XIX.
 - j. This procedure does not apply to Mid-day routes.
10. Route packages shall be paid at a minimum of four and one-half hours (4½), which shall include thirty (30) minutes of non-driving time each day to perform duties, as follows:
- Pre-trip and warm up
 - Fuel
 - Sweep the bus
 - Route maintenance.

For operators contracted after August 15, 2007, route packages shall be paid at a minimum of two and one-half (2½) hours which shall include thirty (30) minutes of non-driving time each day to perform the duties listed above.

When the complete route package is not driven due to conflicting school calendars, the employee will be compensated for the contracted partial drive time of that day's routes. Any additional time shall be submitted on a timesheet.

Annually, daily route time sheets will be kept by all Operators until September 30th. The Transportation Director will then calculate the length of each route by verifying the time sheets to be correct as submitted, make any adjustments and forward to the Treasurer's office the revised route time.

Starting with the first pay in October, the Operator's compensation should reflect the revised amount. The Treasurer will include a copy of the calculations with this pay.

Any additional time performed after September 30 will be submitted on a time sheet and submitted to the Treasurer's office for payment.

Fringe benefits will be adjusted and effective when other than a temporary increase over the approved route time occurs and warrants said adjustment.

11. The District may decide at any time to store its buses in either a new or existing facility.
12. Transportation operators will notify, in writing, the Transportation Director of a request for a different bus prior to bidding. The determination of bus assignments will be made by the Transportation Director. In unusual situations, the administration shall meet with the union to resolve concerns related to reasonable accommodation of employee health concerns.

B. Field/Athletic Trips

1. Such trips shall be offered on the basis of seniority rotation to all available operators desiring such trips. An operator is not available if the trip conflicts with the operator's scheduled route package, or if the operator is on an approved leave.
2. During April, operators will be surveyed in writing by the Transportation Director to identify their interest in day, evening, weekend, summer, science or emergency trips; athletic or field trips, and summer trips. Those who sign up for athletic/field trips shall have their names placed on the appropriate Seniority Rotation Roster. The roster shall be posted in the Transportation Office by the first day of school.
3. Seniority rotation shall start with the most senior operators being assigned the first trips of the year and then each trip shall be assigned to the next senior operator, etc. An operator who refuses a trip shall not be offered another trip until his/her name comes up on the rotation list again. If all available operators on the rotation list have been offered a trip, the trip may then be offered to other operators.
4. When a field/athletic trip request is received in the Transportation Office, it will be stamped with the current date. Trips will be assigned at least one month in advance of the trips, time permitting. Confirmation slips shall be printed/filled in and placed in the Operators mailbox. The group sponsoring the trip shall be responsible for those costs to the operator incidental to the trip such as parking fees, entrance fees, etc.

5. If an operator wishes to be added to the field trip list during the school year, they shall put the request in writing to the Transportation Director. Transportation operators will be added at their seniority place on the rotation list. No operator added to the list will be awarded a trip until one full rotation has been achieved. Likewise, operators who refuse a trip will not be awarded a trip until one full rotation has been achieved. An operator who cancels awarded trips three (3) consecutive or five (5) total times in a school year will be removed from the list, for that year.
6. Operators may trade trips only upon approval of the Director.
7. Operators, from the time of notification, shall have three (3) working days to accept, or refuse the posted trip. Notification is by placing the confirmation slip in the operator's mailbox in the Transportation department. Operators who do not respond by marking the appropriate box on the confirmation slip, signing, and turning it in, within the three (3) day period will result in a warning. If an operator fails a second time to meet the time line, it will lead to removal from the list for the rest of that year.
8. Those trips received less than three working days are considered emergency trips. Emergency trips will be offered to the next available operator on the emergency roster. After offering the trip to the next three (3) available operators, the trip will be offered to any available operator on the emergency roster. An available operator who refuses an emergency trip shall not be charged for it. An available operator who accepts an emergency trip will not be credited for a trip but shall maintain his/her same position on the field trip list.
9. A phone/radio call shall be made to inform the assigned operator of all trips assigned within five (5) working days.
10. The following codes will be used to note the action taken.

A.....	Accepted
R.....	Refused
S/L.....	Sick leave
P/L.....	Personal leave
U/U...	Union leave
T/C....	Time conflict
B.....	Emergency, with explanation noted
R/C.....	Refused with a phone call
O/C.....	Operator canceled
3D.....	Posted 3 days, no response

Upon completion of each rotation, the roster shall be posted.

11. In the event of a cancellation of such a trip, after the operator has arrived at the school, said operator shall receive two hours compensation.
12. All operators shall remain with the event for the entire duration of the trip. If the operator is driving a field trip as an emergency field trip as defined by paragraph 8 under this subsection, he/she may leave the field trip destination once for the purposes of a meal provided that the driver returns to the field trip destination within thirty (30) minutes.
13. Chaperons or Field Trip Supervisors shall be available at boarding time. There shall be at least one chaperon per bus. Chaperons or field trip supervisors shall be responsible for student conduct and making certain that all litter is cleaned up off of-seats and floors upon arrival back to school.
14. Extracurricular field/athletic trips shall be paid at the operator's regular rate of pay. One half (1/2) hour minimum shall be paid from storage to storage for buses housed outside the central site. All operators shall be at school fifteen (15) minutes prior to departure and shall receive fifteen (15) minutes of clean-up time after each trip.

C. General

1. Annual compensation for regular operators who drive non-public school routes only or a combination of public/non-public school routes will include all time to be driven based upon the appropriate school calendars.
2. Operators shall submit inspection sheets daily as required by applicable law and regulation.
3. Operators shall submit service request forms as service and repairs are needed to the Head Technician. Operators shall be given a copy of the repair form after completion of repairs.
4. At the beginning of the school year, the Transportation Director shall provide each operator with a list of all students who will be assigned to the particular route. The list shall indicate for each student: vocational education, special education, A.T. (gifted) student, grade, address and phone number as required by law.
5. Medical cards will be kept in the Transportation office. A list of medical information will be provided to each operator and maintained by the operator on the bus. Operators may be required to assist in obtaining medical information in compliance with applicable law and regulation.

6. Operators may be used as substitutes when requested by the Transportation Director. Operators shall be paid their regular hourly rate for such substitutions.
7. Transportation Assistants who hold valid CDL may be used as substitute operators when requested by the Transportation Director and shall be paid at their salary step on the operators schedule.

D. Bus-Availability

1. If, due to mechanical failure or malfunction of vehicles, a bus is unavailable, the operator shall not lose wages but shall be compensated for his/her regular scheduled run provided the failure or malfunction is not the fault of the operator.
2. Breakdown time and unavoidable delays shall be paid at the operator's regular hourly rate. Should a breakdown occur while an operator is on an extracurricular/field trip, the operator shall be paid.
3. Riverside Local School District students shall be transported by District buses in compliance with applicable law and regulation .

E. Workshops and Safety Meetings

1. All operators and fleet technicians shall attend annual safety meetings required by law. The Board shall provide a certificate to each operator and fleet technician indicating that he attended the safety meeting providing the operator/fleet technician remains at the meeting to the end.
2. The Transportation Director shall inform operators and fleet technicians of educational workshops available to improve knowledge and changes in rules and regulations.

F. Severe Weather

Operators shall be notified at the earliest possible time that they are not to drive because of severe weather conditions.

G. Emergency Phone Number

The Transportation Director shall provide to all operators a list of numbers of those who can be called in the event that an operator has an emergency.

H. Physicals/Testing

1. Operators must be certified by a District-approved physician annually. The Board shall pay up to \$40.00 for annual operator physicals upon presentation of proper documentation provided the physical is performed by a District-approved physician. The Board shall pay the cost of the CDL license and renewals of all CDL holders in the bargaining unit. The Board also will pay the cost of annual abstracts and biennial BCI reports. A bargaining unit member who fails the test the first time shall be given an unpaid sixty (60) day leave of absence during which the bargaining unit member may retake the test. During this leave, insurance benefits will be retained at bargaining unit member's expense.
2. The Board shall pay for all drug/alcohol testing required by state law. A bargaining unit member selected for random testing will not lose wages for all time lost. Bargaining unit members tested outside their regular work hours shall be paid a minimum of one (1) hour at their regular rate of pay. If transportation is needed, the Board will accommodate or arrange for such transportation.

I. Clean-Up

All operators shall receive up to an additional two (2) hours at their regular rate of pay for clean-up at the beginning of the school year and up to two (2) hours at their regular rate of pay at the end of the school year in preparation for State Highway Patrol inspections. Clean up at the beginning and end of the year is mandatory and will be considered completed only upon approval by the Transportation Director.

J. Removal From Route

Any operator removed from a route can only be removed under the Articles of this Agreement regarding disciplining, except in emergencies. An operator may request consideration for removal from a run to the Transportation Director who will meet with the operator to consider and render a final decision on the request.

K. Safe is Smart

The Board agrees to continue to reimburse bargaining unit members who plan and present the required safety instruction to district elementary students, 'Safe is Smart Program', annually. Such reimbursement shall be at the regular rate of pay.

L. Operator Training

Bargaining unit members who train other operators for C.D.L. certification or recertification shall be paid at their regular hourly rate for such training.

Article XXX: WORKING CONDITIONS

All bargaining unit members shall be in-serviced in their respective classifications a minimum of two (2) times annually. In-service meetings shall be relative to the classification for which it is being given. Bargaining unit members may be asked to assist in the planning of such meetings. In-service planning meetings and actual in-service meetings shall be paid by the Board for all time spent in such meetings at the bargaining unit members regular rate of pay. Bargaining unit members may attend training sessions outside their classification, while not on duty, upon notification and approval of the appropriate Director and at their own expense.

All twelve (12) month bargaining unit members' contract year shall be based upon two hundred sixty (260) days of work annually, including vacation and holidays. Actual days worked for all bargaining unit members shall be established by a position calendar listing days to be worked, holidays and non-contracted (recess) days. Such calendar may be modified only through:

1. The mutual agreement of the bargaining unit members, Union and their immediate director, or;
2. Board action.

A. Assistants

1. Includes all bargaining unit members who are employed as Multi-handicapped Assistants, Special Needs Assistants, Library Assistants, Teaching Assistants, Pre-Kindergarten Assistants, Study Hall Monitors and Recess/Playground Personnel.
2. Assistant Personnel, Study Hall Monitors and Library Aides required to supervise additional students or classes that total twenty-five (25) students or more shall be paid their hourly rate for any class period when such an excess occurs. Such hourly rate is in addition to their per diem rate. Additionally, Study Hall Monitors and Library Aides who are asked to supervise students in more than one room at the same time shall be paid their hourly rate for any class period when such an excess occurs in addition to their daily rate. Study Hall Monitors and Library Aides shall not qualify for such excess if additional aides or teachers are assigned to assist with these periods.

B. Cafeteria Personnel

1. Includes all bargaining unit members who are employed as Kitchen

Managers, Assistant Cooks, Cashiers and Lunchrooms Assistants.

2. When a cafeteria bargaining unit member is absent, the most senior bargaining unit member in the next lower classification at that site shall be permitted to move up to the higher position for the duration of the absence and be paid the rate of the higher position at the replacement bargaining unit member's step of the salary schedule.
3. Cafeteria personnel shall be provided a uniform allowance as outlined in Article XXVI.
4. When a kitchen is being used by a group or individual outside of the School Nutrition Services, a School Nutrition bargaining unit member must be present if any kitchen power equipment or steam tables are being used. If equipment is not being used, but the serving line is being used, it is up to the discretion of the School Nutrition Services Director whether a bargaining unit member needs to be present.

C. Courier

1. When doing courier duties, the courier shall receive assistance from the building custodian as available when loading and unloading articles.
2. Upon request, the Board shall provide one (1) raincoat and one (1) vest so that the bargaining unit member shall be readily visible. They shall qualify for a clothing allowance, similar to maintenance personnel.
3. The courier will be responsible to the Director of Maintenance/Custodial.

D. Crossing Guard

1. Shall be provided with inclement weather clothing which shall consist of a raincoat and vest and necessary safety equipment. These items will be replaced by the Board as needed.
2. Crossing Guards will be responsible to the appropriate building principal.

E. Buildings and Grounds Personnel

1. Includes all bargaining unit members who are employed as Skilled Crafts,

Maintenance I, Maintenance II, and Custodial Personnel.

2. Each custodian shall receive a job description and an area description/map of their particular work area. Bargaining unit member(s) may be required to assist the Director if necessary in developing area description and be paid their regular rate of pay while assisting.
3. The Board shall provide necessary tools for custodial bargaining unit members to do minor repairs.
4. The Board shall pay the state licensing fee required annually for all bargaining unit members who are required to hold a boiler license.
5. Appropriate bargaining unit members may be scheduled for non- standard hours during grass mowing season when school is in session. This would be at the discretion of the Director.

F. Fleet Maintenance Personnel

1. Although separate from transportation operators, fleet technicians will be under the direct supervision of the Transportation Director.
2. Fleet technicians with the most seniority shall be given preference as to their work shift. Overtime shall be granted on a seniority rotation basis to all fleet technicians.
3. Any training program which a fleet technician is required to attend shall be paid for by the Board according to Article XXV.
4. The Board shall pay the cost of the CDL License and any renewal thereof. The Board shall also pay for the cost of the abstract annually.
5. The Board shall pay for the cost of the BCI Report.

G. Secretarial Personnel

1. Secretarial Personnel will include all ten (10) and twelve (12) month secretaries, substitute coordinator and clerical staff not specifically excluded in Article 1(A), Recognition.
2. Bargaining unit members' work area will be ergonomically arranged at the discretion of the Principal/Director.
3. Bargaining unit members who use computers such as Secretarial Personnel will be required to participate in training programs that are related to their jobs in order to facilitate changing job responsibilities.

Training will be at the discretion of the building Principal/Director.

4. All ten (10) month secretaries shall work two hundred eleven (211) days, eight and one-half (8.5) hours per day with a half hour (.5) unpaid lunch. All twelve (12) month secretaries shall work two hundred sixty (260) days less a specific number of non-contract days established annually by the adoption of the District calendar, that occur during the Winter and Spring Holidays. Their work day shall be eight and one-half (8.5) hours with a half hour (.5) unpaid lunch.

H. Transportation Supplemental

The District shall award one (1) additional duty supplemental contract in the total amount of \$1,200 provided shared transportation services are continuing. This additional duty supplemental contract may be awarded to one bargaining unit member or split (evenly or otherwise) between two bargaining unit members in the Transportation Director's discretion.

Article XXXI: WAGES

2020-2021 Contract Year.

1. Each bargaining unit member will receive a one percent (1%) increase in his/her base wage rate for the 2020-2021 contract year. See Attachment "A" for the applicable hourly rates and other wages for the 2020-2021 contract year.
2. Effective at the beginning of the 2020-2021 contract year, each eligible bargaining unit member shall receive one (1) year of service credit on his/her wage scale for service rendered in the Riverside Local School District in accordance with this Agreement. If this additional service credit results in a step increase for the bargaining unit member on his/her wage scale, then the bargaining unit member shall receive the resulting step increase effective at the beginning of the 2020-2021 contract year.

2021-2022 Contract Year.

1. Each bargaining unit member will receive the same adjustment in his/her base wage rate for the 2021-2022 contract year that the bargaining unit members of the Riverside Local Education Association receive in their base wage rate for the 2021-2022 contract year. This provision does not apply to any wage increase due to step movement. The applicable hourly rates and other wages for the 2021-2022 contract year will be added to Attachment "A" when

available.

2. Effective at the beginning of the 2021-2022 contract year, each eligible bargaining unit member shall receive one (1) year of service credit on his/her wage scale for service rendered in the Riverside Local School District in accordance with this Agreement. If this additional service credit results in a step increase for the bargaining unit member on his/her wage scale, then the bargaining unit member shall receive the resulting step increase effective at the beginning of the 2021-2022 contract year.

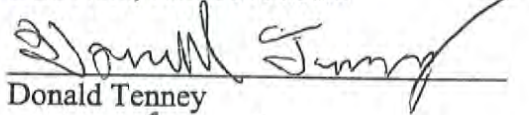
Article XXXII: DURATION

This Contract shall be in full force and effect from August 1, 2020 through July 31, 2022, and this Contract supersedes the former Contract in its entirety.

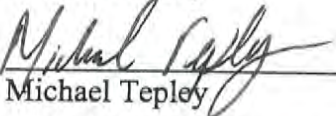
For the Union OAPSE Local #374,



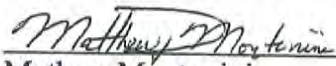
Dan Neid, Local President



Donald Tenney



Michael Tepley

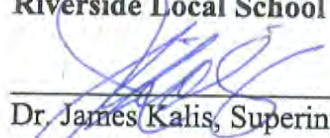


Mathew Montonini

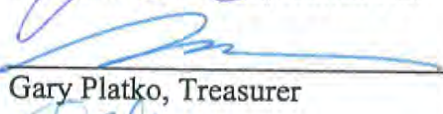


Tom Kaperak


**For the Board of Education of the
Riverside Local School District,**



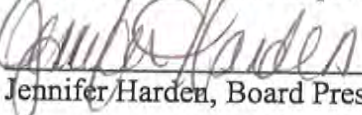
Dr. James Kalis, Superintendent



Gary Platko, Treasurer



Chuck Schlick, Asst. Superintendent



Jennifer Harden, Board President



Trina Molnar, OAPSE Field Representative

Jennifer Harden

Attachment "A"

*Each bargaining unit member will receive the same adjustment in his/her base wage rate for the 2021-2022 contract year that the bargaining unit members of the Riverside Local Education Association receive in their base wage rate for the 2021-2022 contract year. This provision does not apply to any wage increase due to step movement. The applicable hourly rates and other wages for the 2021-2022 contract year will be added to this attachment when available.

LIBRARY ASST.

Step	2020-2021	2021-2022*
0	11.10	11.10
1	11.58	11.58
2	11.81	11.81
4	12.09	12.09
6	12.38	12.38
9	12.74	12.74

STUDY HALL MONITOR

Step	2020-2021	2021-2022*
0	11.10	11.10
1	11.58	11.58
2	11.81	11.81
4	12.09	12.09
6	12.38	12.38
9	12.74	12.74
12	13.09	13.09

RECESS / PLAYGROUND ASST.

Step	2020-2021	2021-2022*
0	10.84	10.84
1	11.31	11.31
2	11.53	11.53
4	11.81	11.81
6	12.09	12.09

MH ASST./SPECIAL NEEDS ASST./PRE-K ASST.

Step	2020-2021	2021-2022*
0	12.19	12.19
1	12.48	12.48
2	12.90	12.90
4	13.19	13.19
6	13.46	13.46
9	13.88	13.88
12	14.32	14.32

TEACHER ASSISTANT

Step	2020-2021	2021-2022*
0	10.78	10.78
1	11.25	11.25
2	11.48	11.48
4	11.77	11.77
6	12.04	12.04

BUS COORDINATOR

Step	2020-2021	2021-2022*
0	19.39	19.39
1	19.85	19.85
2	20.25	20.25
3	20.68	20.68
4	21.12	21.12
5	21.56	21.56
6	21.96	21.96
7	22.41	22.41
8	22.82	22.82
9	23.26	23.26
12	23.70	23.70
15	24.12	24.12
17	24.65	24.65
20	25.19	25.19
23	25.61	25.61
26	26.07	26.07

TRANSPORTATION OPERATOR

Step	2020-2021	2021-2022*
0	18.65	18.65
1	19.06	19.06
2	19.45	19.45
3	19.88	19.88
4	20.31	20.31
5	20.73	20.73
6	21.10	21.10
7	21.55	21.55
8	21.93	21.93
9	22.36	22.36
12	22.78	22.78
15	23.19	23.19
17	23.54	23.54
20	23.90	23.90
23	24.31	24.31
26	24.73	24.73

NON-CDL OPERATOR

Step	2020-2021	2021-2022*
0	15.74	15.74
1	16.11	16.11
2	16.53	16.53
3	16.73	16.73

4	17.04	17.04
5	17.37	17.37
6	17.71	17.71
7	18.04	18.04
8	18.31	18.31
9	18.66	18.66
12	19.03	19.03
15	19.36	19.36
17	19.91	19.91
20	20.42	20.42
23	21.05	21.05
26	21.69	21.69

TRANSPORTATION ASSISTANT

Step	2020-2021	2021-2022*
0	12.19	12.19
1	12.48	12.48
2	12.90	12.90
4	13.19	13.19
6	13.46	13.46
9	13.88	13.88
12	14.32	14.32

CAFETERIA

Step	2020-2021	2021-2022*
0	12.18	12.18
1	12.35	12.35
2	12.52	12.52
3	12.74	12.74
4	12.88	12.88
5	13.03	13.03
6	13.19	13.19
7	13.33	13.33
8	13.56	13.56
9	13.70	13.70
12	13.90	13.90
15	14.05	14.05
17	14.25	14.25
20	14.42	14.42
23	14.55	14.55
26	14.69	14.69

ELEMENTARY CASHIER

Step	2020-2021	2021-2022*
0	11.05	11.05
1	11.67	11.67
2	12.29	12.29

LUNCHROOM ASST.

Step	2020-2021	2021-2022*
0	10.50	10.50
1	11.09	11.09

2	11.69	11.69
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COURIER

Step	2020-2021	2021-2022*
0	15.74	15.74
1	16.11	16.11
2	16.53	16.53
3	16.73	16.73
4	17.04	17.04
5	17.37	17.37
6	17.71	17.71
7	18.04	18.04
8	18.31	18.31
9	18.66	18.66
12	19.03	19.03
15	19.36	19.36
17	19.66	19.66
20	19.95	19.95
23	20.40	20.40
26	20.89	20.89

CROSSING GUARD

Step	2020-2021	2021-2022*
0	10.15	10.15
1	10.31	10.31
2	10.51	10.51
4	10.80	10.80
6	11.04	11.04

SKILLED CRAFTS

Step	2020-2021	2021-2022*
6	20.36	20.36
7	20.80	20.80
8	21.28	21.28
9	21.93	21.93
12	22.51	22.51
15	23.38	23.38
17	24.10	24.10
20	24.81	24.81
23	25.66	25.66
26	26.55	26.55

MAINTENANCE II

Step	2020-2021	2021-2022*
4	18.95	18.95
5	19.46	19.46
6	20.01	20.01
7	20.42	20.42
8	20.90	20.90
9	21.53	21.53
12	22.13	22.13
15	22.97	22.97

17	23.59	23.59
20	24.21	24.21
23	25.07	25.07
26	25.95	25.95

MAINTENANCE I

Step	2020-2021	2021-2022*
0	16.40	16.40
1	16.81	16.81
2	17.28	17.28
3	17.70	17.70
4	18.04	18.04
5	18.53	18.53
6	19.04	19.04
7	19.44	19.44
8	19.88	19.88
9	20.47	20.47
12	21.05	21.05
15	21.87	21.87
17	22.38	22.38
20	22.92	22.92
23	23.72	23.72
26	24.55	24.55

CUSTODIAL

Step	2020-2021	2021-2022*
0	15.74	15.74
1	16.11	16.11
2	16.53	16.53
3	16.73	16.73
4	17.04	17.04
5	17.37	17.37
6	17.71	17.71
7	18.04	18.04
8	18.31	18.31
9	18.66	18.66
12	19.03	19.03
15	19.36	19.36
17	19.66	19.66
20	19.95	19.95
23	20.40	20.40
26	20.89	20.89

FLEET TECHNICIAN II

Step	2020-2021	2021-2022*
4	20.01	20.01
5	20.53	20.53
6	21.07	21.07
7	21.48	21.48
8	21.96	21.96
9	22.60	22.60
12	23.19	23.19

15	24.03	24.03
17	24.65	24.65
20	25.28	25.28
23	26.13	26.13
26	27.01	27.01

FLEET TECHNICIAN I

Step	2020-2021	2021-2022*
0	17.46	17.46
1	17.87	17.87
2	18.34	18.34
3	18.75	18.75
4	19.11	19.11
5	19.59	19.59
6	20.10	20.10
7	20.51	20.51
8	20.94	20.94
9	21.53	21.53
12	22.11	22.11
15	22.93	22.93
17	23.44	23.44
20	23.98	23.98
23	24.79	24.79
26	25.61	25.61

10 AND 12 MONTH SECRETARIES

Step	2020-2021	2021-2022*
0	15.39	15.39
1	15.81	15.81
2	16.26	16.26
3	16.71	16.71
4	17.20	17.20
5	17.61	17.61
6	18.04	18.04
7	18.51	18.51
8	18.99	18.99
9	19.38	19.38
12	19.88	19.88
15	20.31	20.31
17	20.69	20.69
20	21.06	21.06
23	21.50	21.50
26	21.98	21.98

BANQUET WAGE

	2020-2021	2021-2022*
Head Cook	Base+\$3.89	Base+\$3.89
Helper	Base+\$2.12	Base+\$2.12

SECONDARY CASHIER (PER DAY)	
2020-2021	2021-2022*
\$1.92	\$1.92

HEAD CUSTODIAN		
	2020-2021	2021-2022*
RHS & JRW	\$674.29	\$674.29
LMS	\$521.75	\$521.75

TRANSPORTATION OPERATORS Recertification	
2020-2021	2021-2022*
\$128.00	\$128.00

CUSTODIAL/COURIER Wage premium for the day custodian (no more than 1 per building)		
	2020-2021	2021-2022*
Melridge Buckeye Parkside Riverview	\$.42/hour	\$.42/hour
LMS	\$.56/hour	\$.56/hour
RHS/JRW	\$.78/hour	\$.78/hour

BOILER LICENSE	
2020-2021	2021-2022*
\$447.92	\$447.92

HEAD TECHNICIAN
2020-2021 & 2021-2022
15% Stipend of actual wage

KITCHEN MANAGER (PER DAY)		
	2020-2021	2021-2022*
RHS/JRW/LMS	\$18.22	\$18.22
Elementary	\$9.31	\$9.31

