

NEGOTIATED AGREEMENT

between the

**TRI-VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #351**

July 1, 2024 – June 30, 2027

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ARTICLE 1 – AGREEMENT

This Agreement is entered into between the Tri-Valley Local School District Board of Education, hereinafter referred to as the Board, and Local 351 of the Ohio Association of Public School Employees/AFSCME and Local #4/AFL-CIO, hereinafter referred to as the Union.

ARTICLE 2 – RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular short-hour NON-CERTIFICATED employees under contract in the following classifications:

- | | |
|----------------|---|
| 1. Custodians | 3. Educational Aides/Special Education Assistants |
| 2. Bus Drivers | 4. Cafeteria |

Full-time employees shall be any contracted employee that is scheduled for 6 or more hours per work day on all days students are scheduled to be in session or contracted as a full-time bus driver. Regular short-hour employees shall be any contracted employee that is scheduled for less than 6 hours per work day.

Excluded from the Bargaining Unit are employees whose positions require a license under Section 3319.22 of the Ohio Revised Code, supervisors in the above classifications, the Treasurer, temporary and part-time employees who are not employed on a regular basis, all clerical employees, mechanics, maintenance supervisor and assistants, computer techs, campus custodian, non-certified employees employed in the Superintendent's, Principal's and Treasurer's offices, and any other confidential supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code.

- 2.2 For the purpose of this Agreement, Section 2.1 shall be considered as a combined single unit defined as the Bargaining Unit.
- 2.3 Recognition of the Union as the exclusive representative of members of the Bargaining Unit shall be for the term of this written contract.
- 2.4 The term employee as used in this Agreement shall refer to those persons included in the Bargaining Unit.

ARTICLE 3 – COLLECTIVE BARGAINING

3.1 Coverage

The Union has bargaining rights for all employees in the Bargaining Unit on the following subjects:

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of the existing provision of a collective bargaining agreement.

3.2 Submission of Issues

The first negotiation meeting shall be no sooner than 90 days or less than 60 days prior to the expiration of this contract.

3.3 Rights of Individuals

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union. All members of the Union Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

3.4 Negotiating Teams

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed three (3) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Each team shall be allowed the use of consultants to assist in negotiations. Each team shall allow an alternate to observe, but not participate in, the negotiations. If one of the original team members is not able to attend a negotiating session, the alternate may take their place at the negotiating table.

While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams.

3.5 Negotiation Meetings

Upon written request for a negotiation meeting, either party will have ten (10) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date, and time for the meeting.

Once the meeting date, time, and place have been established by both parties, the following procedure will be followed. In the first meeting, both the Union and the Board will present their written proposals and give an explanation. The second meeting will be scheduled to give both the Union and the Board sufficient time to return with a written proposal and render an explanation. Subsequent meetings will be held to negotiate the proposals. No other proposals can be submitted unless mutually agreed upon.

All negotiation sessions shall last no longer than three hours.

3.6 Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

3.7 Exchange of Information

The Treasurer shall furnish the Union and the Union will furnish to the Treasurer, upon written request, all regular and routinely prepared information pertinent to the issues under negotiations.

3.8 Progress Reports

Progress reports shall not be issued during negotiations to the media unless such releases have prior approval from both parties.

ARTICLE 4 – IMPASSE

- 4.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- 4.2 Impasse is whenever the parties have stopped talking to each other at the negotiations table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- 4.3 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- 4.4 The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 4.5 The Mediator has no authority to recommend or to bind either party to any agreements.

- 4.6 Pursuant to Sections 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the above mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2) – (16) and any other procedures to the contrary.
- 4.7 However, the Union retains its right to invoke the provision of Ohio Revised Code 4117.14 (D) (2) should the dispute resolution procedure listed above be unsuccessful and the current contract or any extension of the contract has expired.

ARTICLE 5 – AGREEMENT

- 5.1 When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification.
- 5.2 When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- 5.3 All negotiated benefits shall be implemented by all parties concerned and shall become effective on effective date of Agreement.
- 5.4 Any agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which is contrary to or inconsistent with the terms of said Agreement.

ARTICLE 6 – OVERTIME AND WORK HOURS

- 6.1 Time and one-half (1-1/2) shall be paid to all employees for all time worked over forty (40) hours in any given work week. If a sick day, paid personal leave day, or vacation day, shall fall within a given week, said day shall not be computed in the forty (40) hours. Paid holidays shall be computed in the (40) hours.
- 6.2 Double regular-time (2) shall be paid to all employees for all hours worked on a paid holiday or on Sunday.
- 6.3 A timesheet must be completed by the employee for all overtime work performed and submitted to their supervisor for approval within 14 (fourteen) days.
- 6.4 Overtime will be determined by the administration and will be distributed by building site which includes surrounding school grounds and athletic fields within a classification on a rotation basis. Beginning each school year, overtime shall be offered in order of seniority. Any employee offered overtime, whether or not they accept it, will be rotated to the bottom of the list. Future overtime will be offered to the next employee on the list. Prior administrative approval by the building principal or appropriate administrator must be given for all overtime hours. Emergency situations will be exempted from this

requirement. If no employee voluntarily accepts the overtime offered, then employees will be required to work overtime on a seniority rotation basis by building.

- 6.5 The work hours in the shift of all employees, except for school bus drivers and educational aides/special education assistants assigned to a bus route, shall be consecutive.
- 6.6 All contracted employees shall be paid for all hours worked at his/her appropriate hourly wage in 24 pays.
- 6.7 An employee who regularly works less than 40 hours per week may notify the Superintendent in writing by May 15 of his or her desire to perform work during the summer. The Superintendent shall give all employees who have filed such notice consideration in staffing summer non-certificated work. The Superintendent reserves the right to determine qualifications needed for a position and whether decision not to staff extra summer work with a Bargaining Unit applicant shall not be subject to a grievance.
- 6.8 The number of work days for each classification other than custodian shall be 187 days. The custodian classification work days shall be 260. Each employee shall receive a calendar for his/her classification annually, no later than the beginning of his/her contract year or within thirty (30) days of subsequent revisions. Therefore, number of days worked is not subject to negotiation during the term of this Collective Bargaining Agreement.
- 6.9 Bus drivers are paid an extra 50 minutes per day, 25 minutes for their morning route and 25 minutes for their afternoon route, for pre-trip inspection, fueling, cleaning of the bus and any other duties as assigned or necessary, in addition to their actual route time.
- 6.10 Bus driver route times and route time adjustments will be maintained as follows:
 - a. Beginning of the school year route times will be based upon the GPS audited route times from the end of the prior school year for the same route.
 - b. Route time adjustments will be made upon the following conditions:
 - 1. At the completion of one of the two (2) GPS audits (during the last full week in October; at the completion of the school year).
 - 2. When a route has increased or decreased by ten (10) minutes, or more, in total for a day, for twenty (20) consecutive days or more, and the driver requests their route time to be adjusted. Should a driver not request a change in route time, the route time will be adjusted based upon the next GPS audit.
 - c. Bus drivers, and educational aides/special education assistants assigned to a bus route, will sign off on the route times established at the beginning of the school year, and when a change in route time occurs, for use in calculating employee pay.

- d. Route time changes of ten (10) minutes or less per day, as either an increase to a route time or a decrease to a route time, will not result in a route time adjustment for calculating employee pay.
 - e. On any day that a bus driver, and an educational aide/special education assistant assigned to their bus route, experiences additional route time of thirty (30) minutes or more beyond their current assigned route time, the bus driver, and the educational aide/special education assistant, will complete a time sheet to be paid for the additional time worked. These dates will then be removed from the calculations used in the next GPS audit.
- 6.11 The hours paid for a calamity day, but not worked by the employee, will not be applied to hours worked when calculating overtime pay.

ARTICLE 7 – CALAMITY DAYS

- 7.1 All employees who are not required to report to work shall be paid for all days or a part of a day if schools in which they are employed are closed owing to an epidemic or public calamity. Custodians shall report for their normal work day and shall be paid their regular rate of pay for all actual hours worked. Employees other than custodians shall be required to report to work as determined by the Superintendent. Should the district need to make-up any calamity days at a later date to meet the minimum hours/days requirements for the school year as determined by the Superintendent or his/her designee, the first three (3) make-up days will not result in any additional compensation beyond an employee's contracted pay for the year. Beginning on the fourth (4th) make-up day and any scheduled make-up day thereafter for the current school year, staff will be paid for additional hours worked at their current hourly rate of pay.
- 7.2 Custodians do not have to report to work when the Sheriff has declared a Level III emergency in Muskingum County and ordered people to stay off roads, but only so long as the order is in effect. Additionally, an employee will not be required to report to work when the sheriff has declared a Level III emergency in any county the employee must travel in/through to arrive at the building they are assigned to report to for work.

ARTICLE 8 – LUNCH PERIOD

- 8.1 All employees working five (5) consecutive hours or more, and up to and including seven (7) hours per day, shall have a fifteen (15) minute unpaid lunch period, resulting in a work shift that is 15 minutes longer than their contracted work hours. All employees working more than seven (7) consecutive hours shall have a fifteen (15) minute unpaid lunch period and a fifteen (15) minute paid lunch period, resulting in a work shift that is 15 minutes longer than their contracted work hours.
- 8.2 All eight (8) hour employees' work day shall consist of an eight and one-quarter (8 ¼) hour shift, eight hours paid, with a thirty (30) minute lunch period. Custodians shall

receive a thirty (30) minute uninterrupted lunch period outside of student lunch times. The employee must remain at the school during this lunch period. All other breaks are unauthorized.

ARTICLE 9 – SHORT-HOUR EMPLOYEE

- 9.1 Regular short-hour employees shall be any contracted employee, excluding bus drivers and educational aides/special education assistants assigned to a bus route, that is scheduled for less than 6 hours per work day.

ARTICLE 10 – WORK ATTIRE STIPEND

- 10.1 The board will provide a stipend of \$500.⁰⁰ annually on the second pay in August, via payroll, for custodial employees, head cooks and full-time assistant cooks, to purchase appropriate work attire as defined by the Director of Operations. The employee is responsible for cleaning and maintaining their work attire. A new employee that is hired during the contract year shall receive a \$500.⁰⁰ stipend if their employment start date is between July 1 and December 31. If the newly hired employee's start date is between January 1 and June 30, they shall receive a \$250.⁰⁰ stipend. A newly hired staff member shall receive their stipend within 30 days of their first work day.

ARTICLE 11 – OAPSE LEAVE

The Board shall permit either the President or Vice President of OAPSE Local #351, as decided by the Local, three (3) days leave to attend the OAPSE annual conference with pay. OAPSE leave will not count in the total number of special leave days allowed per employee. OAPSE leave will not count against perfect attendance calculations. Local 351 will pay the substitute's daily rate of pay and the Board's share of SERS retirement and Medicare costs on such pay, of any substitutes needed for the attendee while on OAPSE leave attending the OAPSE Conference.

ARTICLE 12 – FAMILY AND MEDICAL LEAVE

FMLA will be administered in accordance with Federal law. Resources about FMLA are available at www.dol.gov.

ARTICLE 13 – SICK LEAVE

- 13.1 Members of the classified staff shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.
- 13.2 Employees shall accrue sick leave at a rate of one and one quarter (1 ¼) days per month while under contract with the Board of Education for a maximum of fifteen (15) days per

year, unless the employee had chosen to take the sick leave option in article 13.3 offered prior to July 1, 2024, and 260 days total accumulation. Sick leave will accrue over a 12-month period. Leave shall be granted in ½ (half) or full day increments, with the exception of Short-Hour staff, which will be granted leave in full day increments only.

- 13.3 All employees hired prior to July 1, 2024 will accrue 15 sick leave days per year for the first two years of employment. Prior to the start of the employee's third contract year, the employee will have the option to choose to receive a \$750.00 one-time payment, via payroll, and agree to accrue 9 sick leave days per year (if a 9-month employee) or 12 days per year (if a 12-month employee) or keep the 15 days per contract year. Except for a death or employee who takes disability leave, the employee shall receive payment on the first pay date in June and only if the employee completes the year. This paragraph will phase out, beginning with any new bargaining unit member/employee hired after July 1, 2024. All bargaining unit members/employees hired after July 1, 2024 will accrue fifteen (15) days of sick leave per year in accordance with paragraph 13.2. Any bargaining unit member that previously elected the reduction in sick leave accrual under this section will continue sick leave accrual at the reduced number of days currently in effect (twelve (12) or nine (9)).

Employees will submit a signed selection form by September 30 and an adjustment to the sick leave accrual of an employee electing to this change will occur with the first pay in October following the employee's election.

- 13.4 An employee new to the District may transfer sick leave previously accumulated elsewhere upon verification of such accumulation prior to the first work day from the proper public agency pursuant to the Ohio Revised Code and not to exceed the maximum total accumulation as defined in Article 14, Paragraph 14.2 of this contract.
- 13.5 Sick leave shall be granted to maximum accumulation for any of the following reasons: (1) personal illness; (2) personal injury; (3) pregnancy; (4) verified exposure to contagious disease which could be communicated to others; (5) illness or injury to a member of the immediate family; (6) death in the immediate family; (7) funeral of any relative or in-law. Falsification of a statement is grounds for suspension or termination of employment. The Superintendent may require a doctor's certificate for absences in excess of three (3) days. The non-birth parent should use as few sick leave days as possible for his/her leave for maternity reasons. For each normal pregnancy, the length of the mother's hospital stay and no more than two (2) calendar days after the mother's discharge from the hospital, may be used for maternity reasons by the non-birth parent unless approved by the Superintendent or verified by a physician that additional days are needed.

If sick leave is used due to the death of a spouse, child, parent, spouse's parent, or other person who has assumed a similar personal position, the bargaining unit member will contact the Superintendent weekly if the absence is for more than five (5) contract days. Except for special circumstances, a maximum of fifteen (15) contract days may be used

for each incident of death(s) involving the immediate family members listed in this article.

Except for special circumstances, a maximum of five (5) contract days may be used for each incident of death(s) involving other immediate family members.

- 13.6 Immediate family shall mean any of the following persons: spouse; children; father; mother; brother; sister; and respective in-laws. Immediate family also includes members of the immediate household; grandparents; grandchildren; or other persons who have assumed a similar personal position (listed in this paragraph) to the bargaining unit member regardless of residency or relationship. The Superintendent may request an explanation of the relationship for the last group.
- 13.7 Employees shall receive a record of the number of days accrued and unused to date on each pay stub and can be accessed via the employee Kiosk.
- 13.8 An employee may buy back sick leave after a workers' compensation award, if he/she filed an accident/injury report as soon as possible after the occurrence (within 24 hours) and filed a copy of his workers' compensation claim with the Treasurer on or before the date it is filed with the Industrial Commission.
- 13.9 A Bargaining Unit member who will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness/injury or her mandatory pregnancy bed rest and subsequent maternity leave, may request through the Union that sick leave days be transferred from donating Bargaining Unit members' accumulated sick leave days. A bargaining unit member eligible to retire and receive an unreduced normal retirement from SERS is not eligible to receive a transfer of sick leave days from another bargaining unit member.
 - a. The Bargaining Unit member's physician, or the spouse's or child's physician if the spouse or child as a catastrophic illness/injury, must certify his/her opinion, in writing, including:
 - (1) A statement by the physician that:
 - (a) The severity of the condition is catastrophic, or that mandatory pregnancy bed rest is due to conditions that threaten the life of the Bargaining Unit member and/or her unborn child.
 - (b) Indicates the prescribed length of time for the patient to recover.
 - b. A copy of the physician's letter must be given to the Union Treasurer and the Treasurer of the Board.
 - c. If the Bargaining Unit member is unable to make the request for a sick leave donation, a representative can act in his/her behalf.

- d. The Union shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, the order of whom to deduct from, and the person receiving the donation of sick leave days. Included in the notice will be the signatures of donating members authorizing the Board Treasurer to transfer sick leave days.
- e. These additional limitations will apply to this paragraph:
 - (1) Any Bargaining Unit member may donate sick leave days. Donations from a Bargaining Unit member must be in units of 5 days.
 - (2) Sick leave transfer is not intended to substitute for legitimate disability cases and should not cover more than a portion of one school year. Although it is the bargaining unit member's decision whether to apply for SERS disability or not, a bargaining unit member with a catastrophic illness/injury must prove that he/she, or a representative, applied for an SERS disability before days are donated to the bargaining unit member. Sick leave day donation will end as soon as possible, without causing a gap between sick leave use and the disability benefit, once the disability has been approved or the donation of days may continue if the bargaining unit member is denied or not eligible for a SERS disability. If the Board requests documentation of the bargaining unit member's current SERS credit status, the employee must provide such documentation before sick leave days may be transferred for catastrophic illness/injury.
 - (3) If the leave is for catastrophic illness/injury, the Bargaining Unit member to whom the days are given must personally have the catastrophic illness/injury or must be caring for a spouse or child with a catastrophic illness/injury; sick leave transfer shall be limited to thirty (30) days when an employee is caring for a spouse or child.
 - (4) No more days can be given than needed by the Bargaining Unit member to serve out the regular school year.
 - (5) The Bargaining Unit member must exhaust his/her own sick leave first.
 - (6) The Bargaining Unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick leave days.
 - (7) The Bargaining Unit member's donation of sick leave will be reflected through a reduction in the accumulated total sick leave on the next pay period.
 - (8) A member with the maximum accumulation of sick leave who donates days will not accrue additional sick leave days until the following school year. However, if the member uses sick leave under the current guidelines, he/she may accumulate sick leave at the customary rate until he/she reaches the total reflected after his/her most current donation.

- (9) A Bargaining Unit member's donation of sick leave to another Bargaining Unit member shall not count as use of sick leave for the purposes of calculating the nonuse incentive payment in Article 16.
- (10) Not including donated sick leave days before June 30, 2013, a bargaining unit member will be limited to receiving donations of sick leave days needed for two (2) personal catastrophic illness/injury periods and one (1) mandatory pregnancy bed rest period during his/her career at Tri-Valley Schools.

ARTICLE 14 – COURT LEAVE

- 14.1 An employee shall be excused for service on a jury without loss of pay or benefits so long as the employee promptly submits to the Treasurer the payment(s) (excluding mileage and any other cash disbursements) received for such service.
- 14.2 Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that: (a) neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the employee is subpoenaed to be a witness in custody litigation involving a pupil).

If SERB finds in favor of the Board, then the Union will pay the cost of any substitutes for the employees.

- 14.3 Such leave shall not be deducted from the employee's sick leave or special leave, except that an employee may use his or her special leave for an absence required by court subpoena that does not come within the terms of paragraph 2, if special leave otherwise is available to the employee.

ARTICLE 15 – PERSONAL LEAVE

- 15.1 All bargaining unit members shall be credited with two (2) personal leave days per year. If up to two (2) or more personal leave days are unused from the previous school year, up to two (2) personal leave days will be rolled to the next school year for a maximum four (4) personal leave days to be used in one school year. Except as set forth herein, personal leave days will be unrestricted. Leaves shall not be granted for less than ½ day units. Leave shall not normally be approved for consecutive days or for the day preceding or the day following a holiday or vacation period. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. A written personal leave request form must be submitted by the staff member applying for personal leave

approval. No employee shall be permitted to be on personal leave unless a substitute is available, or unless previously approved by the Administration. Bargaining unit members beginning their initial year of employment with the district shall receive two (2) personal leave days if their first day of work occurs between July 1st and December 31st and one (1) personal leave day if their first day of work occurs between January 1st and June 30th. Leave shall be granted in ½ (half) or full day increments, with the exception of Short-Hour staff, which will be granted leave in full day increments only.

Administrative discretion is required for approval of personal leave days after May 1 until the last student day of the school year. Requests for personal leave for the following reasons will be granted absent legitimate operational necessity:

1. Court appearances/legal appointments;
2. Religious ceremonies/holidays that prevent attendance at work;
3. Attendance at school trips/graduations or weddings for immediate family; or
4. The death of a friend or relative not considered to be immediate family.

15.2 The leave form shall provide the following information:

- a. Name of bargaining unit member.
- b. Date(s) of leave and amount of leave used (1/2 or full day).

15.3 Application for personal leave should, except in case of emergency, be made to the immediate supervisor, principal or administrative assistant at least forty-eight hours prior to such leave.

15.4 An employee who, during an entire school year and employed before September 30th of the same school year, has combined sick leave and personal leave use as follows shall receive the following incentive payment along with their August 20th regular salary pay:

<u>Days Absent</u>	<u>9-Month Employee</u>	<u>12-Month Employee</u>
0	\$450. ⁰⁰	\$600. ⁰⁰
½-1	\$350. ⁰⁰	\$400. ⁰⁰

ARTICLE 16 – ASSAULT LEAVE

Any member of the Bargaining Unit, who, in the course of his or her assigned duties or while in attendance at a school function, is assaulted as a result of a duty-related (as opposed to personal) dispute, and who is temporarily disabled by any injury resulting from such assault, shall be eligible for “assault leave” subject to the following conditions:

1. To be eligible for “assault leave”, the member of the Bargaining Unit shall apply for and be granted Worker’s Compensation benefits.
2. If Workers’ Compensation benefits are paid, the employee shall receive the difference between the benefits received from Worker’s Compensation and the employee’s regular salary. The parties agree that assault leave may be used during any waiting period for which Workers’ Compensation is not paid.
3. An employee may receive “assault leave”, as provided above, for a maximum of 20 work days, or until Workers’ Compensation benefits are terminated whichever occurs first.
4. During the time the employee is on leave under this policy there shall be no loss in benefits or reduction in accumulated sick leave. If the employee exhausts his/her assault leave, but is absent due to injury and is drawing lost earnings benefits through Workers’ Compensation, the employee may use his/her accumulated and unused sick leave for the difference between the employee’s per diem pay and the Workers’ Compensation benefits, and the employee’s sick leave will be adjusted proportionately.
5. Any employee who receives benefits under this policy shall cooperate in criminal prosecution resulting from the assault.
6. In the event the employee receives civil damages by reason of the assault, the cost of the substitute’s salary will be repaid to the school district. The amount repaid to the district shall be the actual cost of the substitute’s salary or the actual amount awarded by the court, whichever is less.

ARTICLE 17 – SEVERANCE PAY

- 17.1 Members of the classified staff eligible to retire from active service under the current School Employees Retirement System standards, whether with an unreduced or reduced benefit, will receive a payment, via payroll direct deposit, equal to twenty-five percent (25%) of all accumulated sick leave days accrued and unused upon the retirement date requested, at the employee’s current daily rate (hourly rate multiplied by contracted hours) of pay upon retirement from active service or termination of service for retirement purposes.

Eligible bargaining unit members who submit a written resignation for retirement purposes ninety (90) days prior to their effective retirement date will be granted an additional seven (7) days of severance pay.

Payment will be made in one lump sum within sixty (60) days of the member’s retirement date. Payment shall be made after notification from the respective retirement system of retirement from active service, or termination of service for retirement purposes by account withdrawal, by an employee of the Tri-Valley Board of Education.

- 17.2 In the case of death of an employee who has worked for the District for at least five (5) years under regular contract, his/her survivors will be paid the severance pay per Revised Code 2113.04.
- 17.3 An individual can only receive severance pay one time from the Tri-Valley Local School District. Nothing in this article is intended to prohibit an individual from being a rehired retiree, substitute, or employed in another capacity in the future.

ARTICLE 18 – VACATIONS

- 18.1 All twelve (12) month employees shall be entitled to and granted vacation leave according to the following schedule:

VACATION EARNINGS

	10 Days	15 Days	20 Days
Step	Step 0	Step 10	Step 16
	Step 1	Step 11	Step 16 +
	Step 2	Step 12	
	Step 3	Step 13	
	Step 4	Step 14	
	Step 5	Step 15	
	Step 6		
	Step 7		
	Step 8		
	Step 9		

An increase in an employee's accrual will occur in July of the contract year an employee moves to Step 10 or Step 16.

Leave shall be granted in ½ (half) or full day increments, with the exception of Short-Hour staff, which will be granted leave in full day increments only.

Placement based upon step assigned with initial contract.

- 18.2 Vacations shall be scheduled through the employee's immediate supervisor and shall not be scheduled during the first two (2) weeks immediately following the last student day of the school year or the two (2) week period prior to the first day of school for students. In the event that all cleaning and building responsibilities are met, a variance of this regulation may be requested. The Board reserves the right to require prior notice and approval of vacations.

- 18.3 Any employee may have the option of carrying over up to five (5) days of vacation to the next school year (September 1 to August 31). Any carry-over vacation in excess of five (5) days as of September 1 that has not been previously approved by the administration will be forfeited by the employee without compensation.
- 18.4 Upon separation from employment, the employee shall be entitled to and receive compensation at his/her current hourly rate of pay for all accrued and unused vacation to his/her credit at time of separation.
- 18.5 In the case of the death of an employee, all accrued and unused vacation pay shall be paid to the employee's survivors or estate as provided by law.

ARTICLE 19 – HOLIDAYS

- 19.1 The annual holiday schedule for all regular twelve (12) month eligible contracted employees shall be as listed below, provided each eligible contracted employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused from attendance at work (does not apply to an employee on an unpaid leave of absence) on either or both of those days. All regular twelve (12) month eligible contracted employees who are required to report to work on calamity days and are required to work on any of the listed holidays for the purpose of making up a calamity day as designated in the school calendar will be given a compensation day during the first full week that students are on summer break.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Thanksgiving
10. Day After Thanksgiving
11. Christmas Eve Day
12. Christmas Day

- 19.2 The annual holiday schedule for all regular nine (9) month employees shall be as listed below provided each employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work (does not apply to an employee on an unpaid leave of absence) on either or both of those days. All regular nine (9) month employees who are required to work on any of the listed holidays for the purpose of making up a calamity day as designated in the school calendar will not be paid additional compensation.

1. New Year's Day

2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Thanksgiving
8. Christmas Day

ARTICLE 20 – INSURANCE

A. BOARD PAYMENT

1.
 - a. The Board agrees to provide full premium payment for single coverages for all full-time, contracted bargaining unit members, including bus drivers and educational aides/special education assistants assigned to a bus route, for group life insurance, basic comprehensive major medical insurance, prescription drug insurance, group dental insurance, and group vision care insurance.
 - b. At the bargaining unit member's option, the Board agrees to provide payment of 80% of the total premium cost for family coverages of selected insurances regardless of the number of Board employees in the same family plan.
2. Any bargaining unit member, regardless of whether he/she chooses single coverage or family coverage, who would like to pay an additional amount on the premium to receive a "Premier" comprehensive major medical program can enroll to do so annually during the insurance enrollment period. The Board will not pay an additional amount beyond what it pays for employees on the basic plan.
3. Any bargaining unit member, regardless of whether he/she chooses single coverage or family coverage, who would like to pay a reduced amount on the premium and receive a monthly deposit in a Health Saving Account can enroll for an "HSA Plan" annually during the insurance enrollment period.
4. Premiums for the coverages available will be based upon rates approved annually by the Board.

B. SHORT-HOUR EMPLOYEE

1. Short-hour employees, excluding bus drivers and educational aides/special education assistants assigned to a bus route, not already covered under the family plan of another district employee, will be eligible for insurance and benefits, as required by federal law, if contracted for thirty (30) or more hours per week.

C. TRI-VALLEY SCHOOLS EMPLOYEE INSURANCE ADDENDUM

1. The details of all insurance programs and coverages are in the Tri-Valley Schools Employee Insurance Addendum.
2. Changes to this article and/or the addendum can occur during contract negotiations where representatives of the Tri-Valley Board, the Tri-Valley Education Association, and Tri-Valley OAPSE are present and come to a written mutual agreement on changes.
3. The Insurance Committee may propose changes to the Tri-Valley Schools Employee Insurance Addendum. Proposals must be approved by the Tri-Valley Board, the TVEA Executive Committee, and the Executive Committee of the Tri-Valley OAPSE before taking effect.

ARTICLE 21 – BID PROCEDURE

- 21.1 Shifting population centers, pending facility upgrades, and efforts to maximize efficiency may necessitate rerouting of buses and a redistribution of classified staff. Normal bid procedures will apply in the development of these plans. When a vacancy occurs in a classification or a location assignment in the Bargaining Unit, it shall be posted on the District website for a period of three (3) working days whenever possible and a copy sent to all employees utilizing District email. Any employee may request the vacant position in writing during this time. In filling this opening, the Board and/or the appropriate supervisor shall apply the following formula:
 1. The most senior employee within the classification of the vacancy making a bid will be awarded the position. Should more than one employee apply for the vacancy with the same seniority and those employees are the most senior applicants, a coin flip to decide the employee to be awarded the position will be conducted by the President of Local #351, with the employee whose last name occurs first alphabetically getting to call their choice for the flip. If no employee within the classification of the vacancy applies, the position shall be awarded to the most senior qualified bargaining unit member who applied, deemed qualified by the Superintendent or their designee. If the base hourly rate of the vacancy is higher than the applicant's current base hourly rate, at the same step level, the vacancy is not considered the same job classification for the purposes of bidding. After bidding, an employee may withdraw his/her bid within 48 hours after being awarded a position.
 2. A probationary period of ninety (90) days will be observed for all newly filled positions. During that time, the employee's supervisor will evaluate the performance of the employee. Instruction of employee and discussion of progress with employee will be the responsibility of the supervisor. A meeting shall be held with the employee to answer questions pertaining to duties or procedures. Also, the supervisor shall point out areas where improvement is needed, if any exists. This will give ample opportunity for the employee to meet requirements.

If at the end of the probationary period, the employee is not meeting the needs of the position, the next senior qualified person who applied in the classification shall replace the unsuccessful person and the employee would regress to his/her previous position with no loss in seniority. A new hire would be made for the position if no qualified bidders remain on the list.

- 21.2 Definition of qualification shall include but not be limited to the necessary skills and ability to perform a particular job. Other qualifying factors shall include references, evaluations and reprimands.
- 21.3 If the posted job is for an immediate opening, it shall be filled within six (6) working days of the job posting deadline, if there are qualified Bargaining Unit member applicants available. If the posted job is for a known future opening, it shall be filled at least 6 days prior to the actual starting date. Posting shall include application deadline.
- 21.4 An employee changing to a higher paying classification shall advance on the pay scale so that the employee shall not be reduced in total pay.

ARTICLE 22 – INVOLUNTARY TRANSFER AND CLASSIFICATION PAY

- 22.1 In order to meet the staffing needs of the District, the Administration may be required to transfer an employee, within the same job classification, (For purposes of Involuntary transfer, any employee who was issued a special education contract for the 2005-2006 school year and previously was under contract as an educational aide during the 2004-2005 school year, and continuously employed, will be not be transferred involuntarily into a special education position. Involuntary transfer will not be made between job classifications of Educational Aide and Special Education Assistant) without regard to the Job Posting procedure. Such transfer could be for an indeterminate period and could involve any employee within the same job classification.
- 22.2 Before any transfer pursuant to this Article, a hearing between the employee and the administrative representative shall be held to explain reasons for the transfer. There may be times of short notice (accident, sudden illness, etc.) when the transfer would need to occur prior to the explanation. Any employee transferred involuntarily shall suffer no reduction in hourly rate nor a reduction in work hours.
- 22.3 If an employee fills a position calling for higher pay for a period of five (5) consecutive days or more, said employee is to be compensated for hours worked in that position at the higher rate of pay, recognizing all seniority pay provisions.

ARTICLE 23 – EXTRA TRIPS

- 23.1 All extra trips shall be paid at the following rates:

The driver's current hourly rate of pay for contracted bus drivers or the current bus driver substitute rate of pay for all others not contracted as a bus driver. (3 hours of pay minimum)

- 23.2 Drivers shall have the option to either take a full day educational field trip or drive their assigned route, if a substitute is available. Drivers shall have the option to take a half-day educational field trip in lieu of either their entire morning or entire afternoon route, if a substitute is available and they have a child or grandchild (with explanation and approval, this may include those who have assumed the same personal position as child or grandchild to the employee) or other members of the immediate household participating in the trip. Preference will be given to seasonal bid drivers for tournaments involving their team.
- 23.3 Drivers who take trips on Saturday shall be paid one and one-half times the above rate. Drivers taking trips on Sunday shall be paid double time the above rates. Drivers taking trips on holidays, shall be paid one and one-half times the above rate in addition to the holiday pay. Holidays for (9) month employees are as defined in article 20.2 of this agreement.

ARTICLE 24 – ACTIVITY AND EDUCATIONAL TRIPS

- 24.1 All scheduled athletic trips for the year shall be bid at a scheduled meeting in August.

Eligible bidders/alternates are those listed on the current "Bus Driver Seniority List." Bidders/Alternates must be present; however, proxy bidders/alternates are permissible if announced before the start of bidding and authorized in writing.

On the first call or round for bids, the driver with the most seniority shall be awarded the season assignment. No driver will be permitted to bid for more than one season assignment per round of bidding. On the second call or round for bids, separate block week-day bids and block Saturday/holiday/no work days trip bids for a given sport will be permitted. The driver with the least number of trips (seniority will be used in case of a tie) will be awarded the season or block bid assignment. The rounds of bidding will continue with the least number of trips and most seniority procedure until all the season or block bids are awarded or there are no other drivers available or willing to bid. Drivers will be given advance notice of available trips in an August mailing. The procedure of least number of trips and most seniority will apply to educational and athletic trips that were not part of the season bids but become available at a later date, and this shall be known as the "ranking."

- 24.2 For the purpose of calculating the least number of bid trips, the bid trips will be defined and calculated as follows. A trip becomes a bid trip as soon as it is awarded to a driver

either through a bid meeting or when a trip sheet is taken down at the bus garage. If a driver is awarded a trip and decides not to take it, the original driver and not the replacement driver will show the trip as a bid trip for the purpose of calculating the number of trips taken. The rejected trip will be offered to those drivers on the original bid sheet in order of ranking. If a driver is awarded a seasonal trip package and decides for any reason not to take 3 of the awarded trips (trips that were not altered in time or date from the original seasonal trip package) the trip package will be offered to those drivers on the original bid sheet in order of ranking at the time the package was bid. If all the drivers on the original bid sheet refuse the remaining season trips, the remaining trips will follow normal bidding procedures. The original driver and not the replacement driver(s) will show the trip(s) as a bid trip(s) for the purpose of calculating the number of trips taken.

If a trip is cancelled, added or altered in time or date at no fault of the bid driver, the following procedure will apply. The bid driver will have first opportunity to take the trip. If it is not possible for the bid driver to take the trip or if the trip is cancelled, the bid driver's trip count will be modified accordingly within 24 hours of notification of the change. An attempt will be made to offer any rejected trip to those available drivers on the original bid sheet in order of ranking. The replacement driver will show the trip as a bid trip for the purpose of calculating the number of trips taken. There will be no retroactive recalculations of trip bids resulting from these modifications.

- 24.3 The Transportation Supervisor shall be responsible for the smooth operation and distribution of the trips. Every attempt will be made to follow trip bidding procedures. However, if the Transportation Supervisor acts in good faith but a calculation error is made and it is not brought to their attention until after a trip is taken, the trip will not be subject to the grievance procedure. Emergency and last-minute trips (trips scheduled the day of the trip) may be awarded at the discretion of the Transportation Supervisor without following normal bidding procedures.

ARTICLE 25 – CONSISTENCY WITH LAW

- 25.1 Consistent with R.C. 4117.10(A), this Agreement supersedes and replaces all laws and regulations of Ohio on subject matters addressed herein. If any provision of the Agreement between the Board and the Union shall be found contrary to law which cannot be superseded under R.C. 4117.10(A), then such provision of application shall not be valid, but all other provisions of application shall continue in full force and effect. Any provision found contrary to law which cannot be superseded under R.C. 4117.10(A) shall be changed to conform with the law through the negotiation process.

ARTICLE 26 – PAYROLL DEDUCTIONS

- 26.1 The Board agrees to deduct the Union dues from the pay of any employee requesting that such deductions be made.

- 26.2 Authorization for Union dues shall continue to be in effect until an employee requests to withdraw, in writing. Employees can withdraw by written request postmarked and mailed and/or emailed to the Treasurer of the Employer and the Union President during the first twenty (20) business days of August each year. There will be no recruitment of members during work hours and no harassment or pressure tactics will be allowed.
- 26.3 Dues deduction for the Union will be deducted in twenty (20) consecutive pays beginning with the first pay in October and ending with the second pay in July. Union dues shall be forwarded by the Board to the Union State Treasurer each month along with a list of all employees for whom dues have been deducted. The Union must supply the Treasurer with a list of employees who wish to have deductions, and the amounts to be deducted, by September 20 each year.
- 26.4 The Union and its members will hold harmless the Board and its Treasurer from any findings made against the Board for dues deduction.
- 26.5 The Board agrees to deduct from the wages of any employee who is a member of the union a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) donation that is provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to the Board. The Board agrees to forward P.E.O.P.L.E. deductions to the union state treasurer each month along with a list of all employees for whom such deductions have been made.
- 26.6 Payroll deductions shall be provided for the following:
1. Federal, state, city/village, school district and other required taxes.
 2. Health Insurance program premiums and payments to open enrollment partner programs.
 3. OAPSE dues.
 4. Tax sheltered annuities.
 5. SERS contributions.
 6. P.E.O.P.L.E. donations.
 7. Any financial institution capable of accepting an electronic deposit.
 8. Deposits to the Ohio Educational Credit Union.
 9. Ohio Tuition Trust Authority/College Advantage.
 10. Court ordered payments and related expenses.
 11. Ohio Deferred Compensation.

Payroll deduction for post-tax payments, except any listed above, will not be made by the district.

ARTICLE 27 – USE OF SCHOOL FACILITIES

- 27.1 The Union and representatives shall have the right to use school buildings for Local #351 meetings at the request of the Local #351 President. These meetings shall not interfere

with or interrupt normal programs in keeping with provisions of Building Policy and the Ohio Revised Code.

- 27.2 The Union shall have the right to use school facilities and equipment, including copy machines, only when operated by qualified persons and the Union will accept responsibility for equipment. The School Board shall be reimbursed for all supplies used by the Union.
- 27.3 The Union may use the internal mail system of the school.
- 27.4 A copy of the Board agenda will be sent to the OAPSE President and Vice President by email.

ARTICLE 28 – GRIEVANCE PROCEDURE

28.1 The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its classified employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employees initiating or participating in the grievance procedure. The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Union agree that grievance proceedings shall be handled in a confidential manner.

28.2 Definitions

- A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of:
- B. The written Agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to including discipline procedures affecting a Bargaining Unit member.

A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred.

- C. A day shall mean any day the District Office is open for business.

28.3 Grievance Procedure, Part 2

A grievance alleged to be a “group” grievance shall have arisen out of like circumstances affecting each member of the said group.

General Provisions

1. An individual grievance shall be initiated by the persons so aggrieved.
2. A group grievance may be initiated by the Union on an alleged violation that affects two (2) or more employees arising out of like circumstances.
3. An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and shall include:
 - a. The alleged violation
 - b. Relief sought
 - c. Date of initiating procedure
5. The Union shall be available to assist any employee in preparing the proper and complete information necessary to expedite the procedure.
6. Time limits given shall be considered as a maximum, unless otherwise extended by mutual written Agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits for the initial filing or to the next level of the procedure shall mean that the grievance shall be null and void and the issues underlying it not grievable.
8. Failure of the administration to respond in the time limit shall mean that the grievant may appeal to the next step.
9. A grievance may be initiated at level two when it has filed a group grievance, or if it is discipline-related.
10. Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory obligations or other policies of the Board.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication. The Board shall give the Union advance notice of the date, time and place of all meetings held with the grievant at which the grievance could be resolved, except for the informal step.
12. For this Article, a day for all employees shall be defined as a 12-month employee regular scheduled work day excluding Saturdays, Sundays, and paid holidays.

13. No reprisal shall be made against any party involved in use of this grievance procedure.
14. A grievance may be resolved at any level without prejudice or record.
15. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
16. All records, documents, or communications concerning a grievance shall be filed in a grievance file upon resolution of the stated grievance.
17. Nothing in this Article prevents the Board or an administrator from adjusting a grievance with an individual employee, so long as the adjustment is not inconsistent with this Agreement and so long as the Union has the opportunity to be present at the meeting where the grievance is adjusted.
18. The administration shall provide the grievant and the Union President with a copy of each administrative response at Levels I and II. The grievance will notify the Union President of grievances and appeals before or when they are filed with the administration.

28.4 Level I – Administration

A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within twenty (20) days of the occurrence of the event or condition claimed to violate this Agreement. A copy of said grievance shall be filed with the Superintendent.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator or both may have present at said meeting such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestions for resolution of the grievance. A copy shall be sent to the Superintendent.

28.5 Level II – Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he may within five (5) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved and the immediate supervisor of Level I with a written response stating his position and suggestion for resolution of the grievance.

28.6 Level III – Arbitration

In the event that the dispute has not been satisfactorily settled by the above steps of the grievance procedure, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Treasurer of the Board within five (5) days of the Level II answer, in which event the grievance shall be arbitrated according to the following procedure: Within five (5) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the American Arbitration Association to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel), with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written Agreement of the Union and the Board to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of the Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written Agreement from the effective date of the Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under the policies, applicable law, and rules and regulations having the force and effect of law.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any

extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union's and the Board's representatives shall be final and binding upon the grievant, the Union, the administration, and the Board.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. If the Board prevails, OAPSE Local 351 shall reimburse the Board for the cost of the arbitrators list. If the Union prevails, the Board shall reimburse the Union for the cost of the arbitrators list. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE 29 – LAY-OFF AND RECALL

- 29.1 A lay-off shall not occur due to sub-contracting of Bargaining Unit positions. The Board reserves the right to sub-contract Bargaining Unit work for any reason. Subcontracting would not impact current Bargaining Unit positions.
- 29.2 If the Board determines that it is necessary to reduce the number of employees in a job classification due to abolishment of positions, financial reasons, lack of work, and any other reasons set forth in OR.C. §3319.172, the following procedure shall govern such lay-off. The Board will not use non-renewal of employee contracts to circumvent this lay-off procedure.
- 29.3 The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
- 29.4 Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off in a classification according to district seniority, with the least senior employee laid off first. In the case of identical seniority, the administration and the Union shall meet and shall determine by a flip of a coin, conducted by the President of Local #351, with the employee whose last name occurs first alphabetically getting to call their choice for the flip, which employee is to be laid off first.

29.5 The following classifications shall be used for the purpose of defining classification seniority in the event of lay-off.

1. Custodians
2. Bus Drivers
3. Cafeteria
4. Educational Aides/Special Education Assistant

29.6 The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off. In the classification of lay-off, employees on probation shall be laid off before any employee in that classification employed under a contract is laid off.

29.7 Ten days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:

- A. Reasons for the lay-off or reduction
- B. The effective date of lay-off
- C. A statement advising the employee of their rights of reinstatement from the lay-off.

29.8 For the classifications in which the lay-off occurs, the Board shall prepare a reinstatement list and name all employees employed under limited contracts on the reinstatement list in the reverse order of lay-off. The name of all employees under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of lay-off. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. An employee must give the Superintendent written acceptance of an offer of reinstatement within seven (7) calendar days of the mailing of the notice or the employee shall be deemed to have declined the offer and he shall no longer have reinstatement rights.

- 29.9 A. District seniority shall be defined as a Bargaining Unit employee's length of continuous service with the Board as a regular employee as computed from the employee's most recent date of hire.
- B. Classification Seniority shall be defined as the Board employee's length of continuous service in a particular classification as a regular employee as described in Section 2.1.
- C. Authorized leaves of absence do not constitute an interruption in continuous service.

ARTICLE 30 – ADMINISTRATION MEETINGS

- 30.1 Any classified employee who is required to attend a meeting other than during his/her normal schedule, with the exception of those meetings required by statute or established through negotiations, shall be compensated at the employee's appropriate rate of pay. Bus drivers will be compensated at the driver's current hourly rate of pay for contracted bus drivers, or the current bus driver substitute rate of pay for all others not contracted as a bus driver, for attendance at student safety training, upon completion and submission of a time sheet. Pay for time in this article will occur only if directed by an administrator.
- 30.2 If training is requested or required by the Board or administration out of the District, necessary and reasonable reimbursement will be made to the employee up to the amounts set in Board policy.
- 30.3 Any classified employee who is required by statute to become certified or recertified in their area of classification will be reimbursed for the actual costs paid for such certification by the employee upon providing proof of successful completion of certification. The Board will pay for all fingerprinting and background checks for all Bargaining Unit members.
- 30.4 Bus drivers who attend CDL recertification class shall be provided with Board owned transportation to and from classes. Bus drivers will be compensated at the driver's current hourly rate of pay for contracted bus drivers, or the current bus driver substitute rate of pay for all others not contracted as a bus driver, for the hours spent in attendance of the recertification class (excludes travel time), upon completion and submission of a time sheet.

ARTICLE 31 – BOARD OF EDUCATION RIGHTS

Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy which include, but are not

limited to areas of discretion or policy such as the functions and programs of the Board, organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or terminate employees for just cause, lay off, non-renew, transfer, assign, schedule, promote or retain employees; determine the adequacy of the work force; determine the overall mission of the School District as an educational unit; to determine or to redetermine work hours and to schedule or reschedule employee work hours.

ARTICLE 32 – DISCIPLINE PROCEDURE

- 32.1 This Article shall not limit the Board's authority to non-renew a limited contract for any reason. The procedures herein shall apply to reductions in pay for disciplinary reasons, demotions, suspensions for disciplinary reasons, or removals (termination or dismissal).
- 32.2 Reprimand or discipline of a non-certificated employee by an administrator for alleged violation of Board rules or regulations and reprimand regarding the performance or conduct of said employee shall be in accordance with the following Board adopted procedure:
- A. All reprimands shall be made in writing with a copy given to the employee by the administration.
 - B. Reprimand or discipline of an employee shall upon request of the employee or employer be in the presence of a Union representative, the administrator making the charge or imposing the disciplinary action, and a representative of his choosing.
 - C. Examples of violations of Board rules or regulations, performance, and conduct shall include but not be limited to:
 - 1. Incompetency
 - 2. Inefficiency
 - 3. Dishonesty
 - 4. Violation of supervisory orders
 - 5. Failure to secure buildings upon leaving
 - 6. Failure to report absence from work
 - 7. Habitually tardy for work
 - 8. Damaging or wasting public property and supplies
 - 9. Verbal abuse of administrators and supervisors
 - 10. Other related violations of regulations or performance
 - D. Discipline Procedure:
 - 1. First Offense – Written warning stating violation.
 - 2. Second Offense – Three (3) day work suspension without pay.

3. Third Offense – Ten (10) day work suspension without pay.
4. Fourth Offense – Termination of all work-related duties for the School District.

Before imposing a demotion, suspension or discharge on an employee, the Superintendent or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his behavior. The employee has the right to be accompanied at the conference by one representative of his own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or his designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action.

32.3 Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

1. Theft of or intentional damage to property of the District;
2. Theft of or intentional damage to the property of a fellow employee(s).
3. Insubordination or the uttering of threatening or abusive language toward management personnel, other employees or the public;
4. Intoxication, working under the influence of a controlled substance, or the sale, possession or use of any controlled substance;
5. Falsification of any District records or employment records; and
6. Fighting.

32.4 The Superintendent may impose a demotion or suspension for up to ten (10) days without pay. The Board of Education only shall discharge an employee. The Superintendent or his designee shall give the Union President and the employee notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure by the Union filing a written notice to arbitrate with the Treasurer within five (5) days of the Union President's receipt of the notice of the discipline imposed.

32.5 This Article supersedes O.R.C. 3319.081-083 and shall exclusively govern the discipline and discharge of employees.

ARTICLE 33 – SEQUENCE OF CONTRACTS/RENEWAL/NON-RENEWAL

- 33.1 A. Employees shall be given individual contracts in the following sequence:

For employees hired prior to July 1, 2021

- a) one (1) year;
- b) two (2) years;
- c) continuing.

For employees hired after July 1, 2021

- a) one (1) year;
- b) two (2) years;
- c) two (2) years;
- d) two (2) years;
- e) continuing.

- B. The board reserves the right to issue a second contract (with reasons) at the one (1) year level or any two (2) year level prior to moving to the next sequential level.
- C. Grounds for Non-renewal by the Board shall be defined and given to the employee in writing with notification of the Board's intent, upon request by the employee.
- D. An Employee so notified shall have the opportunity to appear before the Board prior to official Board action.

- 33.2 However, any newly hired employee who works less than one hundred and twenty (120) contracted days in his/her first year of employment shall not be considered to have worked under a one (1) year limited contract, but shall begin the above contract sequence in the next year, if reemployed.

- 33.3 Newly hired employees shall serve a probationary period of ninety (90) actual work days. During this period, the Superintendent may dismiss the employee by simply issuing the employee a written statement indicating the effective date of dismissal. A copy of the statement shall be sent to the Union President. If the employee does complete the probationary period of ninety (90) actual work days, the employee shall be credited with all actual working days for seniority and benefits purposes. Such a discharge may not be the subject of a grievance or other legal challenge.

ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

A labor management committee relationship shall be formed consisting of no more than three (3) members of the Union and three (3) representatives for the Board of Education. This committee shall have an ongoing status for the purpose of discussing issues other than those addressed in the Agreement. Meetings shall be held when a situation warrants and shall take place outside the normal work day. The makeup of the respective representative groups may change depending on the nature of the issue. Such meetings shall be held within five (5) work days of the initial request.

ARTICLE 35 – DRUG TESTING

The Superintendent may require members of the Bargaining Unit to undergo testing for illegal drugs pursuant to the usual and customary protections of the individual's dignity and privacy, based upon reasonable suspicion that the employee is at work under the influence or manifesting use of illegal drugs, or if the employee has been involved in an accident on school time or involving students or school property, or if the employee has been involved in a "near miss" involving students, school property, or on school time. Reasonable suspicion is defined as a reasonable belief that a particular employee is at work under the influence or manifesting use of illegal drugs.

- A. The Board of Education agrees to pay bus drivers a flat rate of \$25.⁰⁰, via payroll and subject to any and all applicable taxes and withholdings, for each random drug testing procedure performed, unless the drug testing procedure is performed at the Bus Garage, in which case no payment will be made to the employee.
- B. The Association acknowledges that a holder of a commercial driver's license is obligated by federal and state law to comply with random drug testing; and that the \$25.⁰⁰ per test conferred by this Article is the only obligation of the Board to pay any compensation or reimbursement to employees who hold commercial driver's licenses, are subject to random drug testing, and are then tested.

ARTICLE 36 – PERSONNEL FILES

- 1. A copy of any written discipline or evaluation shall be given to an employee before or at the time it is placed in the employee's personnel file.
- 2. An employee shall have access to his/her personnel file and shall have the right to attach a response to any letter, evaluation, or personnel action which is placed in the file.
- 3. Personnel files will be maintained in the central office.

ARTICLE 37 – EMPLOYMENT OF RETIRED EMPLOYEES

1. Prior employment in the District is no guarantee of post-retirement employment. Rehire is at the sole discretion of the Board.
2. A previously retired employee (“PRE”) will be placed initially on the salary schedule up to step 5 upon initial reemployment and they shall progress on the salary schedule in subsequent years.
3. PRE’s will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.
4. PRE’s may be re-employed from year to year, with Board approval, but shall not become eligible for multi-year contracts or continuing contract status.
5. PRE’s will retain no accrued seniority from pre-retirement employment with the District.
6. PRE’s shall not be eligible to participate in any severance pay upon separation from employment. Severance will be paid at the time of retirement, and that will eliminate all of the PRE’s accrued sick leave, vacation, and personal leave. Employees who retire during a contract year and return to work in that same contract year will not be able to use any personal leave days during the remainder of that contract year.
7. PRE’s shall not be eligible to participate in the District’s medical or dental insurance program, unless they become ineligible to participate in the applicable retirement system’s insurance programs.
8. PRE’s shall be entitled to all contract benefits available to Bargaining Unit members except as otherwise limited by specific provisions of this Article.
9. Employees who are rehired under this section may either waive their SERS benefits for a two (2) month period and continue to work or take two (2) months off. If the choice is to take two (2) months off, the timing of the two (2) months shall be worked out between the employee, the immediate supervisor, and the personnel office. The two (2) month period will not be considered to create a vacancy. That temporary opening may be filled by a substitute.
10. In a RIF situation, PRE’s in the affected classification would be laid off first.
11. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §§3319.081, 3319.083, 3319.141, 3317.12 and 124.39.

ARTICLE 38 – GENERAL PROVISIONS

38.1 Entire Agreement

The specific provisions of this Agreement shall be the sole source of the rights of the Union and any employee covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Union and between the Board and any employee within the collective Bargaining Unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, amendments, modifications, alternations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement. This provision shall occur automatically without the need for either party to raise or address the issue during negotiations or at any time.

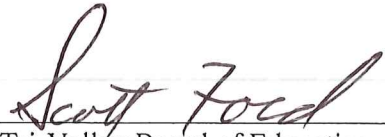
38.2 Waiver of Negotiations

It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole courses of any rights which the Union or any member of the Bargaining Unit may charge the Board has violated in filing a grievance.

38.3 Terms of Agreement

The Tri-Valley Local School District Board of Education and OAPSE Local 351 of the Tri-Valley Local School Employees Union do hereby adopt this Agreement. This Agreement will be continuous, pursuant to the terms of Article 3. This Agreement shall remain in effect from July 1, 2024, and continue in effect until June 30, 2027.

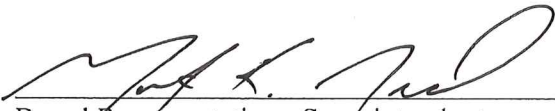
38.4 The Board shall prepare and post the signed Agreement on the District's website. By affixing our signatures, we affirm that our respective parties have ratified and adopted the Agreement.



Tri-Valley Board of Education

8-7-24

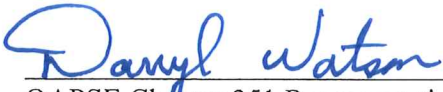
Date



Board Representative - Superintendent

7-29-24

Date



OAPSE Chapter 351 Representative

7-25-24

Date



OAPSE Field Representative

7/15/24

Date

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**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR OAPSE CONTRACT**

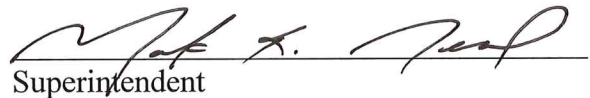
The Tri-Valley Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Ohio Association of Public School Employees Local #351 and the Tri-Valley Local School District Board of Education effective from July 1, 2024 through June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer



Superintendent



Board President



<p style="text-align: center;">TRI-VALLEY LOCAL SCHOOL DISTRICT Classified Salary Schedule 2024-2025</p>
--

<u>Step</u>	<u>Asst. Custodian</u>	<u>Head Custodian</u>	<u>Head Cook</u>	<u>Asst. Cook</u>
0	\$17.39	\$18.77	\$16.86	\$15.03
1-2	\$17.87	\$19.26	\$17.29	\$15.42
3-4	\$18.40	\$19.78	\$17.77	\$15.84
5-9	\$18.91	\$20.35	\$18.22	\$16.24
10-14	\$19.45	\$20.88	\$18.69	\$16.69
15-19	\$19.99	\$21.47	\$19.20	\$17.14
20-24	\$20.56	\$22.07	\$19.71	\$17.60
25-29	\$21.14	\$22.67	\$20.23	\$18.07
30+	\$21.73	\$23.31	\$20.79	\$18.56

<u>Step</u>	<u>Bus Driver</u>	<u>Aide</u>	<u>Special Ed. Assistants</u>
0	\$21.35	\$16.56	\$17.62
1-2	\$21.93	\$17.02	\$18.07
3-4	\$22.55	\$17.43	\$18.50
5-9	\$23.18	\$17.91	\$18.98
10-14	\$23.84	\$18.41	\$19.46
15-19	\$24.53	\$18.94	\$19.99
20-24	\$25.25	\$19.46	\$20.54
25-29	\$25.96	\$19.99	\$21.10
30+	\$26.70	\$20.54	\$21.68

- 1) High School Assistant Custodians will receive an additional \$0.30/Hour.
- 2) Head Cooks will receive a stipend based on the student count in their building as follows:

<u>Student Count</u>	<u>Stipend Amount</u>
0-375	\$1,000.00
376-700	\$1,250.00
700+	\$1,500.00

- 3) "Short Hour" employees use the assistant cook's scale according to years of service.
- 4) Second and third shift custodians will receive a shift differential of \$0.50/Hour.
- 5) Special Education Assistants assigned to a bus route will receive an additional \$2.⁰⁰/Hour.
- 6) Both parties will meet before April 1, 2025 to negotiate salaries for the 2025-2026 school year.
- 7) Both parties will meet before April 1, 2026 to negotiate salaries for the 2026-2027 school year.

