

# AGREEMENT BETWEEN

THE CHESAPEAKE UNION EXEMPTED  
VILLAGE BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES/AFSCME/AFL-CIO —  
LOCAL #272

JULY 9, 2016 — JUNE 30, 2019

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ARTICLE 1: TERM

This contract is effective for the period commencing July 9, 2016 and ending June 30, 2019 with wage and benefit provisions effective as of the signing of the Agreement or as specified herein.

ARTICLE 2: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all classified employees now employed or to be employed in the bargaining unit, for the duration of this Contract.
- B. The bargaining unit is defined as:  
  
All cooks and aides
- C. Excluded from the bargaining unit are all other employees, all management employees, supervisors, and confidential employees as defined by Chapter 4117 of the Ohio Revised Code, and all seasonal and casual employees defined by SERB.

ARTICLE 3: MANAGEMENT PREROGATIVES OF THE BOARD

Except as specifically limited by the terms and provisions of this agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in them prior to the date of this Agreement.

The rights, powers, and authorities mentioned in the above shall include but shall not be confined to the following:

- A. The right to manage and control the schools, to determine matters of inherent managerial policy, to determine all locations for school facilities and equipment, including transportation equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain and amend occupational classifications, to establish working rules and regulations, to lay off, hire substitute employees, and recall employees whenever necessary.
- B. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings and the compensation of reimbursement of expenses incurred and to determine its overall budget.
- C. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend,

discipline, demote or discharge for just cause, assign, and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the adequacy of the work force to determine the overall mission and standards of the Board as employer and in furtherance of its responsibility to the students and community of the school district.

- D. All rights, powers, and authorities granted at any time to Boards of Education and School Superintendents by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code, as well as such rights, powers, and authorities which can reasonably be inferred therefrom.

When the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall be modified or limited to the extent specifically provided therein.

#### ARTICLE 4: NON DISCRIMINATION

- A. A member of the unit shall not be discriminated against or harassed by either the Association or the Board or any other unit member on the basis of race, sex, religion, national origin, handicap, age or disability. Allegations of discrimination or harassment shall not constitute a grievance or be subject to the grievance procedure of this Agreement, but shall be addressed, if at all, through procedures prescribed by the statutes prohibiting illegal discrimination and harassment.
- B. The use of the male gender (he, his, him) shall also refer to the feminine gender as well.

#### ARTICLE 5: CONTRACT RENEWAL

Pursuant to R. C. 3319.081 and 3319.083, all bargaining unit employees shall receive contracts as defined in the statute.

#### ARTICLE 6: PAY PERIODS

All bargaining unit members will be paid on the 15<sup>th</sup> day and the 30<sup>th</sup> day of the month except in February when the pay day will be the last day of the month. This reflects twenty-four (24) yearly pays. Depending on when the 15<sup>th</sup> and 30<sup>th</sup> fall, employees will be paid the closest work day prior to the pay date before any weekend or holiday. (Example: if pay day falls on Sunday employees will be paid on Friday, and if Friday was a holiday they would be paid on Thursday that pay period.

All bargaining unit members are required to be paid by direct deposit with email notification;

except that, if an employee makes a written request to the Treasurer to receive hard copies of his/her pay stubs, he/she may pick up a copy of his/her own pay stub in the **Treasurer's office** on pay day. In the summer, the employee may pick up a copy of his/her pay stub or may **provide the Treasurer's office with a sufficient number of self-addressed, stamped envelopes** so that copies of the pay stubs may be mailed to the employee.

#### ARTICLE 7: LABOR-MANAGEMENT MEETINGS

There shall be a joint Labor-Management Committee of not more than four (4) persons composed of an equal number of Board representatives, including the Superintendent, and Union representatives. The purpose of this Committee is to meet as needed and to confer on matters of mutual interest.

#### ARTICLE 8: NO STRIKE - NO LOCKOUT

There shall be no strike by unit members and no lockout by the Board, except as provided for and in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

#### ARTICLE 9: OAPSE MEETINGS AND CONFERENCES

- A. Two (2) authorized delegates will be granted two (2) days off without pay, to attend the annual OAPSE Conference. Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent of Schools at least two (2) weeks prior to the meeting date. Such time off shall not exceed a total of four (4) days during any school year.
- B. The Association shall be permitted to use one specifically designated bulletin board for communicating with members. The board shall be designated by the Superintendent. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.
- C. Agendas and Board minutes shall be made available at the Board office to be picked up by the OAPSE Local President the day prior to any Board meeting.
- D. In addition, Association officers and delegates may, at the discretion of the Superintendent be granted reasonable leave up to four (4) days per school year for Union business, upon submitting a written request for such leave to the Superintendent. Any such leave shall be without pay.
- E. The Board shall supply to the Association a current copy of Board Policy as it pertains to bargaining unit members, including relevant modifications and changes. Also, the Board shall provide a written notice to the Union at least twenty-four (24) hours in advance of a regular or special Board meeting, unless an extreme emergency prohibits this notice.

## ARTICLE 10: SENIORITY

The principle of seniority hereinafter defined shall prevail for layoffs.

- A. **Seniority shall be defined as the unit member's length of continuous service with** the Board as computed from his/her latest date of hire by the Board. Effective with this contract, part-time seniority will accrue based on the number of days worked. One hundred seventy-eight (178) days equals one (1) year of service.
  - 1. Classification seniority is calculated from the date of entry into a classification. No employee can accumulate classification seniority in more than one (1) classification, and leaving a classification causes a break in classification seniority.
- B. When it becomes necessary, the Board may hire temporary employees to substitute for members of the bargaining unit. Such temporary employees shall not accumulate seniority, nor become regular full-time or regular part-time employees, unless they are later hired for regular full-time or regular part-time positions and complete the - probationary period.
- C. The Treasurer of the Board of Education shall upon specific written request provide the Association yearly with a list of the unit members of those eligible to be in the unit.
- D. If two (2) or more employees have identical seniority dates, date of application will be used to break the tie. If the date of application is tied then the tie shall be broken on the last digit of the social security number with the number 9 being high and zero low, high number prevails. If the last digit is the same then the next digit to the left will be used until the tie is broken.

## ARTICLE 11: VACANCIES

- A. The Superintendent shall determine when a vacancy occurs. The Board will, through **the Superintendent or Superintendent's appointed designee**, cause notice of vacancies to be posted in each building.
- B. The posting will be for seven (7) calendar days, during which time bids may be submitted in writing to the person designated on the posting. The Superintendent or designee will review the bids and select the individual most qualified for the vacancy. The selection will be based on the following:
  - 1. Qualifications;
  - 2. Ability to perform the essential function of the position;
  - 3. Prior attendance and disciplinary record; and
  - 4. If (1), (2) and (3) are equal, seniority shall be the determining factor as to who

shall be awarded the vacancy.

Postings shall contain location, hours of work, rate of pay pursuant to applicable salary schedule, qualifications and immediate supervisor.

To the extent it is feasible, vacancies shall be filled within ninety (90) days of the posting.

- C. Any subsequent vacancies opened by the incumbent receiving the bid under paragraph B above will be likewise posted for bid. The Board through the Superintendent retains the right to remove/return any bargaining unit member from his/her new assignment within ten (10) working days without loss of seniority. Any bargaining unit member may return voluntarily to his/her former position within the first ten (10) working days without loss of seniority.
- D. The Board reserves the right through the Superintendent to fill any bargaining unit position temporarily by either assignment of an existing bargaining unit member or with a substitute while the permanent vacancy is being posted and filled. To the extent it is feasible, such temporary assignment will not exceed ninety (90) days. The Board further reserves the right to cancel any posting prior to the vacancy being filled with notification to the Association.

#### ARTICLE 12: LAYOFF-RECALL PROCEDURE

- A. The Board may layoff bargaining unit members when it determines in the exercise of its managerial powers reserved upon ORC Section 4117.08(C)(5), that such layoff is required. The following procedure shall govern:
  - 1. The number of bargaining unit members laid off will be kept to a minimum by not employing replacement, insofar as practical, of unit members who resign, retire or otherwise vacate a position.
  - 2. Whenever it becomes necessary to layoff unit members, unit members shall be laid off according to classification seniority, as it is defined in this Agreement, with the least senior employee laid off first. Authorized leaves of absence do not constitute an interruption of continuous service for purposes of seniority.
  - 3. Twenty (20) calendar days prior to the effective day of layoffs, the Board shall prepare and post on the Association bulletin board a list containing the names and seniority dates of bargaining unit members, and indicate which unit members are to be laid off. The Association and each unit member to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
    - a. Reasons for layoff or reduction.
    - b. The effective day of layoff.

- c. A statement advising the unit member of his/her rights of reinstatement from the layoff.
4. Reinstatement shall be offered in order of seniority from the seniority classification list in paragraph A-3 above before any new employees are hired for bargaining unit positions. Any unit member who declines reinstatement shall be removed from the seniority list for reinstatement purposes.
5. **The unit member's name shall remain on the recall list for the period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such unit member shall retain all previous accumulated seniority.**
6. The notice of reinstatement shall be made by certified mail.
7. **It is the bargaining unit member's responsibility to maintain a current address with the Board office for purposes of recall.**

#### ARTICLE 13: EMPLOYEE EVALUATIONS AND PERSONNEL FILES

- A. A bargaining unit member may be periodically evaluated by his/her supervisor using an evaluation form approved by the Board of Education and the evaluation shall be based upon his/her work performance, other work-related areas, and the ability to function harmoniously in the assigned position.
- B. A copy of each evaluation shall be reviewed with the bargaining unit member with a copy given to the bargaining unit member at the conclusion of the evaluation session. Each supervisor and bargaining unit member shall sign the evaluation form. The signature by either party does not constitute approval or disapproval, but only that the evaluation has been reviewed.
- C. A bargaining unit member may present written comments which shall be dated and entered as an attachment to the evaluation form. The evaluation and attached comments, if any, shall be placed in his/her personnel file folder.
- D. A bargaining unit member may, upon specific written request to the Superintendent, have access to his/her personnel file folder, so long as he/she does not remove any information. The personnel file may be reviewed by a unit member, at a time which is mutually convenient and **does not interfere with that unit member's regular assigned duties, in the presence of the unit member's supervisor, personnel officer, or a designee** of the Superintendent of Schools.
- E. Any record of a disciplinary nature, placed in a bargaining unit member's personnel file folder, shall be dated and signed by the supervisor or administrator completing the record with a copy provided to the employee so affected.
- F. An employee shall sign his/her completed evaluation before it is put into any file. If the

employee refuses to sign, it may be placed within the file without the **employee's** signature; and it will indicate that the employee refused to sign.

- G. Bargaining unit members shall be subject to criminal background checks as required by statute.

#### ARTICLE 14: HOURS OF WORK AND OVERTIME

- A. Except when extra work/overtime is for the care of a child serviced by a one on one aide, bargaining unit members will be offered extra work/overtime within classification and within location only. Extra work/overtime resulting from the care of a child serviced by a one on one aide shall be offered to the aide who primarily works with the student requiring the extra work/overtime work. The appropriate administrator shall maintain a seniority list for all cooks interested in working extra work/overtime and a list for all educational aides interested in working extra work/overtime. The lists shall be in order of seniority. Extra work/ overtime shall be offered on a rotation basis beginning with the most senior bargaining unit employee at the location. Extra work/overtime must be offered to all bargaining unit employees on the list at the location before assigning the work to a substitute employee.
- B. Bargaining unit members will be paid for all lost time when schools which they work are closed owing to an epidemic or other public calamity.
- C. Employees who report on a day declared as a calamity by the Superintendent will be paid the minimum of two (2) hours pay or the number of hours worked in addition to the calamity day pay before the calamity day is declared.
- D. Bargaining Unit Employees shall receive a thirty (30) minute paid lunch, which will not interfere with serving students
- E. On Waiver days on which students do not attend, employees may be permitted to report **to work at an earlier or later time than usual with the principal's permission provided** they work their regular amount of hours per day.

#### ARTICLE 15: SUMMER WORK

The following guidelines shall be followed in assigning summer work:

- A. Assignment of Cooks
  - 1. The Board shall first offer summer work to those employees who performed the summer work in the previous summer.
  - 2. In the event one or all of the above mentioned employees refuse the assignment of summer work, the work shall be offered to the remaining bargaining unit cooks beginning with the most senior cook.

3. The Board may assign the work to a non-bargaining unit employee provided the summer work has first been offered to all cooks.

B. Assignment of Educational Aides

1. Summer work shall be offered first to the educational aides who typically performs the work (i.e. works with the student requiring summer work). If she/he declines the work, it shall be offered to the other educational aides beginning with the most senior educational aide.
2. The Board may assign the work to a non-bargaining unit employee provided the summer work has first been offered to all educational aides.

ARTICLE 16: LEAVES

A. Sick Leave

1. Upon approval of the Superintendent or designee, bargaining unit members may use sick leave for absences as provided in Section 3319.141 of the Ohio Revised Code, and under the procedures contained in this Article.
2. Each full-time and regular part-time bargaining unit member shall be entitled to sick leave with pay, which shall be credited at the rate of one and one-fourth (1-¼) days per month for each month the employee is in pay status. For employees who are regularly scheduled to work less than eight (8) hours per **day, "day" shall equal the number of hours the employee** is regularly scheduled to work, not eight (8) hours. Unused sick leave shall be cumulative up to one hundred ninety-five (195) working days.
3. Sick leave may be used for the following reasons:
  - a. Absence due to a personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for **absence due to illness or injury in the employee's immediate family.**
  - b. Immediate family for purposes of sick leave is defined as: father, mother, brother, sister, brother-in-law, sister-in-law, husband, wife, child, step-child, mother/father-in-law, son/daughter-in-law, grandparent or grandchild, step-grandchild, or **any other member of the employee's household who had clearly filled one of these positions in the family.**
4. In the case of absence due to personal illness or pregnancy, illness or injury in the immediate family, injury or exposure to contagious diseases which could be communicated to others, the employee must furnish a written, signed statement on forms prescribed by the Board of Education to justify the use of sick leave. **medical attention is required, the employee's statement shall list the name and**

address of the attending physician and the dates when he was consulted.

All written statements must be submitted to the Superintendent or designee the day the employee returns to duty if absent less than one (1) week. If the employee is absent more than five (5) consecutive days, statements must be submitted weekly. Failure to do so will be just cause for deducting pay for the day or days of absence. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081.

5. Up to three (3) days of sick leave may be used in the event of a death in the immediate family. One (1) day of sick leave may be used in the event of the death of an aunt, uncle, niece or nephew.
6. Any bargaining unit member who has been employed less than one (1) full year and who has had no opportunity to accumulate sick leave may, upon exhaustion of accrued sick leave and upon request, be advanced a maximum of five (5) days in accordance with the above provisions, providing the number of days requested may be accumulated by the unit member before the next June 1. Such days will be deducted from the **unit member's total accumulation of sick leave at the end** of the year. No other bargaining unit employee will be advanced sick leave.

B. Personal Leave

1. The following rules and regulations shall govern the use and administration of a maximum of three (3) days unrestricted personal leave for all bargaining unit members. Personal leave may be used for necessary personal or business not covered by other types of paid leave and not for recreational purposes.
2. Each request for such leave shall be made by written application to the **employee's immediate supervisor on a form provided by the District. The request shall state the reason or purpose of the day's leave, the date of the same**, and shall be filed, except in emergencies, at least five (5) work days in advance of the day of leave requested in order that a suitable replacement or substitute can be obtained.
3. The Superintendent or designee shall have the right to limit the number of requests granted for leave on any given school day, thus ensuring that the normal operations of the school system will not be materially affected by such leave.
4. Personal leave ordinarily shall not be granted to any unit member for the day before or the day after any school holiday or dismissal day. Personal leave shall not be taken to extend a vacation, holiday or school break. Personal leave shall not be accumulated from year to year. The filing of a false application shall be considered grounds for disciplinary action by the Board of Education in such form and manner as the Board may deem advisable.
5. Bargaining Unit Employees shall have the option of rolling over to sick leave all

unused personal leave at the end of each school year or receive compensation for all unused personal leave days at a rate equal to **a substitute's rate of pay.**

C. Jury Duty

Bargaining unit members who are required by any court of the United States, the State of Ohio, or a political subdivision thereof to report for jury duty shall be paid the difference between their regular compensation and the amount received for jury duty. The unit member summoned for jury duty shall notify the Superintendent in advance of the leave of this summons, including the day or days, and shall report in writing to the Superintendent the time actually spent on jury duty and the amount received for such jury duty.

D. Leave of Absence

1. Upon a written request, the Board may, in its discretion, grant a leave of absence, without pay, for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Each request shall be in writing and signed, and shall state the reason for leave, the period for which the leave is sought, and such request shall be made, when practicable, no less than thirty (30) days before the beginning of the leave period. A leave due to illness **or disability shall be accompanied by a doctor's certificate verifying the need for** the leave and stating the approximate length of the leave. Medical leave pursuant to this provision is not intended to apply to the typical sick leave, but is intended instead for long-term leave. Falsification of a leave request shall be grounds for suspension or termination.
2. Bargaining unit members granted such leaves shall not accrue seniority during the period of leave, but shall not lose previously accrued seniority. Bargaining Unit Members on approved leave of absence are not permitted to work somewhere else, which causes a termination of employment if they violate this section.
3. If, after the return of the unit member from leave, the person employed for the purpose of replacing the unit member on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after such employment as a replacement, he/she shall receive credit for the length of service with the Board during the replacement period in the manner set forth in Section 3319.13 of the Ohio Revised Code.

E. Family and Medical Leave

1. The Board shall comply with its obligation under the Family and Medical Leave Act ("FMLA"). **The Board observes a rolling twelve (12) month period or year for** determining entitlement to FMLA leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility.

2. Bargaining unit members shall be required to use their accumulated paid leave concurrently with any FMLA leave to which they are entitled; provided that such leave is a qualifying leave for both paid leave and FMLA.
3. Medical certification shall be required to substantiate leave for the reasons stated in the FMLA, with the Board having the option of requiring second and third opinions at its own expense.

#### ARTICLE 17: DISCIPLINE

- A. No bargaining unit employee shall be disciplined without just cause. Meetings concerning discipline of a bargaining unit member for any cause shall not be held without an Association representative of the bargaining **unit member's choice present**, unless under paragraph C below.
- B. Discipline of a bargaining unit member for conduct which the Superintendent determines does not call for immediate suspension or termination shall be undertaken as follows:
  1. The bargaining unit member shall first be given a verbal warning by his/her Supervisor or the Superintendent. The next step shall be a written warning from his/her Supervisor or the Superintendent, to the bargaining unit member, advising him or her of the misconduct or deficiency and of the possible penalties if there is no improvement. In the third step, if the Superintendent determines that the suspension or termination of the bargaining unit member is warranted, the suspension or termination of the unit member shall be undertaken in accordance with the provisions of this Article. The progressive discipline does not apply to situations in which the Superintendent determines that immediate suspension or termination, or some other level of discipline is warranted, nor does it apply to situations involving emergency suspension as set forth in paragraph C of this Article.
  2. Bargaining unit members who may be suspended or terminated under B-1 above will be given a notice stating the charges, and a meeting at which the bargaining unit member can reply to the charges before the suspension or termination is invoked. The notice of meeting shall be given three (3) work days before the scheduled meeting. The bargaining unit member is entitled to be represented by the Association.
- C. Emergency Suspension

**If in the opinion of the Superintendent or his/her designee, a bargaining unit member's presence would lead to a clear and present danger to lives, safety and health of students or fellow employees, the Board may immediately suspend the unit member without pay.**

1. In the emergency suspension, the bargaining unit member can request a meeting to be held within three (3) work days of the suspension.
  2. Bargaining unit member may grieve emergency suspensions directly to Level two of the grievance procedure.
- D. The bargaining unit member may request, in writing, that reprimands be given no force and effect after two (2) years, if no intervening discipline has occurred during the two (2) year period. Bargaining unit members may request in writing that any suspensions be given no force and effect after five (5) years if no intervening discipline of any kind has occurred during the five (5) years.

#### ARTICLE 18: GUIDELINES FOR NEGOTIATIONS

The following guidelines for negotiations shall be applicable to all future negotiations between the parties:

1. The dates, times, duration and location of meetings shall be by mutual agreement of the parties.
2. Negotiations sessions shall be conducted during the non-work hours of the bargaining unit employees involved, unless the parties are required otherwise by **the mediator's schedule.**
3. All requests for information shall be in writing. Available, relevant and public information necessary for each party to represent its interest in the negotiations will be furnished by the other party. Any unusual costs shall be borne by the party requesting the information.
4. All formal proposals shall be in writing and submitted in sufficient quantity to provide copies for each member of the **other party's bargaining team.**
5. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
6. A caucus may be called at any time during negotiations. Caucuses shall normally not exceed thirty (30) minutes, except upon notice by the caucusing party.
7. It is agreed that during the negotiation period, neither party will issue a statement to the news media. The parties may, by mutual agreement, issue a joint statement to the media, the content of which must be approved by both parties.
8. Articles or, when appropriate, sections of Articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the negotiating committees as tentative agreements. It is mutually agreed that such resolve the respective Section or Article in question and that no further negotiations on the same issue

shall be required unless the complete tentative agreement is rejected by either party and negotiations resume.

9. After final tentative agreement is reached **on all Articles, the Association's** Bargaining Committee will present the tentative agreement to the membership for ratification. If the tentative agreement is ratified, the Association shall notify **the Board's representative**, who shall present the tentative agreement to the Board of Education for approval. If either party rejects the tentative agreement, the parties shall meet at least (1) time with a mediator to attempt to resolve the issues in dispute.
10. Impasse Procedure  
If the parties have not reached an agreement within forty-five (45) days following the date of their first meeting, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Services (FMCS). If the parties are unable to reach an agreement with the assistance of the mediator within ninety (90) days of the first negotiation session, the parties are entitled to exercise their rights pursuant to the provisions of Ohio Revised Code Chapter 4117. Any of the timelines set forth herein may be extended by mutual agreement of the parties, which shall be in writing.
11. The above shall constitute a mutually agreed upon dispute settlement procedure which is intended to supersede the dispute settlement procedures set forth in Chapter 4117 of the Ohio Revised Code.

#### ARTICLE 19: TRAINING

- A. Bargaining unit members may be reimbursed by the Board for approved fees and reasonable expenses for seminars, classes and workshops that, in the sole discretion of the Board, will further the employment development of the employee. Attendance shall **be directly related to the employee's regular duties. Bargaining unit members shall** submit requests for approval a minimum of two (2) weeks in advance of such seminar, class or workshop. Only those trainings/seminars/classes for which the employee receives written advance authorization will be reimbursed. Expenses would include **mileage at the Board approved rate; all time spent at the employee's regular hourly rate** of pay; and meal at a rate of seven dollars (\$7.00) for breakfast, ten dollars (\$10.00) for lunch and fifteen dollars (\$15.00) for supper, when required as part of training that has advance approval.

#### ARTICLE 20: SEVERANCE PAY

Upon evidence of retirement from the School Employees Retirement System of Ohio, each retiring bargaining unit member with ten (10) or more consecutive years of service with the Chesapeake Union Exempted Village School District may elect to receive as severance pay an amount equal to twenty-five percent (25%) of his total accumulated sick leave up to a maximum of forty-five (45) days.

## ARTICLE 21: HOLIDAY PAY

- A. The Board of Education will provide paid holidays for bargaining unit members, provided each such member accrued earnings on his/her next preceding and next following scheduled work days before and after such holidays or was properly excused from attendance at work on either or both of these days. The holidays provided are those listed in Ohio Revised Code 3319.087, which are:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. Memorial Day
  - 4. Labor Day
  - 5. Thanksgiving Day
  - 6. Christmas Day
- B. Only unit members whose regularly scheduled work days actually fall on such holidays shall receive pay for those holidays.
- C. If any of the holidays specified in paragraph A fall on a Saturday, the Friday immediately preceding shall be observed as the day off. If any of the holidays specified in paragraph A fall on a Sunday, the Monday immediately following shall be observed as the day off.

## ARTICLE 22: GRIEVANCE PROCEDURE

- A. Definitions.
  - 1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance on an employee evaluation shall be based on whether management properly applied the evaluation procedure, not the content of the evaluation.
  - 2. "Days" as used in this procedure shall be work days exclusive of negotiated or federally recognized holidays.
  - 3. The aggrieved or grievant shall mean an employee or Association member, a group of Association members or the Association acting on behalf of itself. Individual grievances must be signed by the bargaining unit member, and class action grievances may be signed by the president or OASPE Representative.
  - 4. Representation of the aggrieved may be by any approved agent(s) of the Association, however, the grievant must be present at all meetings.
- B. Statement of Basic Principles of Operation.
  - 1. Good morals are maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of professionalism, courtesy and cooperation. The purpose of this procedure is to secure equitable

solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The Association will designate one or more representatives for processing grievances. The name of the Association representative will be given to the Transportation Director/Superintendent concerned within one (1) week after such designation.
3. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting forth the decision and the reasons therefore, and will be transmitted promptly to grievant, to the President of the Association and the administrator involved.
4. The aggrieved shall be present at any grievance hearing. Only illness or any other incapacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits.
5. The number of days indicated at each step shall be considered maximum. The time limits specified, however, may be extended by written agreement of the Association and the Superintendent or designee.
6. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
7. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so modified by mutual agreement so the grievance procedure may be concluded prior to the end of the school year.
8. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to the next step without establishing precedence.

C. Procedure.

Level One.

A grievance lodged with the Transportation Director or the appropriate administrator must be within ten (10) working days after the grievant knew or should have known of the event or action giving rise to the alleged grievance. Continuing grievances shall be recognized but any relief afforded may be limited to the time period within which grievances are to be filed. The grievance conference shall occur within five (5) work days after the grievance is filed. The grievant shall be accompanied by the local

Representative and/or any other OAPSE agent.

Level Two.

In the event a grievance has not been satisfactorily resolved at Level One, the Association may file, within five (5) work days of the Transportation Director's or of the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within five (5) work days after such written grievances is filed, the grievant, the Association Representative and the Principal, Superintendent and/or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall submit his decision within five (5) days of the Level Two meeting and to the grievant and the Association.

For all grievances except **those protesting an employee's termination the decision of the Superintendent at Level Two shall be the final decision in the grievance procedure.**

Level Three.

**Only grievance protesting an employee's termination may be advanced to Level Three.**

If the aggrieved is not satisfied with the disposition at Level Two of the grievance procedure, he/she may initiate Level Three of this procedure. The Association may refer the grievance to the arbitrator by giving written notice to the Superintendent and/or the Board of its desire to do so within thirty (30) days of the date on the Level Two decision. The parties will mutually agree to either AMS or FMCS. The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS). The Board and the Association shall split the cost of the list. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS or AMS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association, and the Bargaining Unit members.

Renewal of limited contracts for employees may be taken through the grievance procedure, short of binding arbitration. Binding arbitration is specifically excluded from application to disputes over the renewal of employees whose contracts are in a noncontinuing status.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the final decision or in any way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties and rules and regulations having the force and effect of law. The Arbitrator shall have no power to add to, delete from, disregard or modify any of the terms of the Agreement. The cost for arbitration shall be paid by the losing party. The arbitration cost incurred by each party to the arbitration shall be paid by that party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion

the costs to each party as that arbitration case dictates.

#### ARTICLE 23: DUES DEDUCTION AND UNION SECURITY

- A. The Employer agrees to deduct OAPSE membership dues in accordance with this Article for all employees eligible for the bargaining unit on the first pay period after the 61st date of employment and upon receipt from the employee or OAPSE of an authorization card signed by the employee voluntarily for that purpose.
- B. At the completion of six (6) months or one-half (1/2) of the probationary period, the employee shall pay to OAPSE a fair share fee in an amount as determined by OAPSE not to **exceed the Ohio Association of Public Schools Employees' dues, in accordance with** the provisions of Ohio Revised Code Section 4117.09 (C).
- C. The Employer agrees to deduct regular OAPSE membership dues, initiation fees or assessments once each month from the pay of any bargaining unit member. Upon receipt of the proper authorization form, the Employer will deduct the OAPSE dues from the payroll check for the next period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer must **be given a one (1) month (30 days) notice for making any changes in any individual's** dues deductions.
- D. The Employer shall be relieved from making such individual check-off deductions upon:
  - 1. termination of employment;
  - 2. transfer or promotion to a job other than one covered by the bargaining unit;
  - 3. layoff from work;
  - 4. an agreed leave of absence; or
  - 5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- E. **Each eligible bargaining unit member's written authorization for dues deduction shall be** honored by the Employer for the duration of this Agreement, unless the eligible bargaining unit member certifies in writing by certified mail to the Employer and OAPSE that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.
- F. The Employer will **cause the dues deducted from the eligible bargaining unit members'** pay to be remitted once each month in accordance with this Article to the individual officer designated in writing to receive same by OAPSE.
- G. It is specifically agreed by the Employer and OAPSE that the Employer assumes no

obligation, financial or otherwise, arising out of the provisions of this Article, and OAPSE agrees that it will indemnify and hold the Chesapeake School District harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Employer. Once OAPSE dues are remitted to the Ohio Association of Public School Employees, their disposition shall be the sole and exclusive obligation and responsibility of OAPSE.

- H. The Employer shall not be obligated to make dues deductions from any bargaining unit member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- I. It is specifically agreed that neither the Bargaining unit members nor OAPSE shall have claims against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that OAPSE dues would normally be deducted by deducting the proper amount.
- J. All non-probationary employees covered by this Agreement who are members of OAPSE on the effective date of this Agreement shall be required to pay OAPSE dues. Bargaining unit members are not required to join OAPSE as a condition of employment; however, upon completion of one-half their probationary period all bargaining unit members who are not members of the Ohio Association of Public School Employees shall be required to pay a fair share fee to OAPSE as a condition of continued employment.

**The fair share fee shall cover the employee's prorated share of:**

- 1. The direct costs incurred by OAPSE in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and
- 2. **The Ohio Association of Public School Employees' expenses incurred for activities** normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the bargaining unit covered by this Agreement.

Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the bargaining unit member has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of OAPSE, nor shall the fair share fees exceed dues paid by members of OAPSE who are in the bargaining unit. The fair share fee shall be certified by mail to the Employer.

- K. The Ohio Association of Public School Employees shall prescribe an internal procedure to determine a rebate, if any, for non-members, which conforms to federal law, provided a non-member makes a timely demand on OAPSE. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of OAPSE in the realm of collective bargaining. Absent

arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (S.E.R.B.) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and S.E.R.B. shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Employer from the payroll check of the bargaining unit member and its payment to OAPSE is automatic and does not require the written authorization of the bargaining unit member.

- L. Any bargaining unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the S.E.R.B., it shall declare the bargaining unit member exempt from becoming a member of or financially supporting the Ohio Association of Public School Employees. The bargaining unit member shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the bargaining unit member and the representative of OAPSE.
- M. The Employer shall not be required to remit to the Ohio Association of Public School Employees the monthly fair share fees on non-union bargaining unit members and the dues, assessments or membership fees of OAPSE members during the period of an authorized or unauthorized strike, walkout or other job action by the Ohio Association of Public School Employees, its membership or upon contract termination.
- N. The Ohio Association of Public School Employees agrees to hold the Chesapeake School District harmless against any and all claims which may arise in the Employer's implementation of the fair share provisions of this Article.

ARTICLE 24: WAGES

- A. Effective July 1, 2018 the following employees shall receive a fifty cent (\$0.25) an hour wage increase. Effective July 1, 2018, the base rate shall be as follows:

A.1	Head Cooks	\$14.36 per hour
	Cooks	\$11.65 per hour
	Aides	\$11.50 per hour

Further, the Board agrees to institute three (3) steps of an additional \$0.10 per hour for ten (10) years of service, twenty (20) years of service and twenty-five (25) years of service.

- B. Bargaining unit members will be paid their hourly rate of pay for all time spent attending in-service training.

- C. No change for insurance in the third year of this contract.

ARTICLE 25: INSURANCES

- A. All employees who are regularly scheduled to work at least seven (7) hours per day shall be grandfathered to Board-provided 80% insurance of the premium chosen with the Employee paying 20% of the premiums. Employees who work 6 hours per day will be able to receive the Boards single plan at 80% paid by the Board and 20% of the premiums paid by the employees. Employees who do not **work six hours per day are not eligible for the Board's Health Insurance plan.** The Board will continue to pay the premium of 100% for seven (7) hour employees for dental and vision. The six and one half (6 ½) hour employees may sign up for dental and vision for the same plan which they have taken under **the Board's Health Insurance plan at 80% Board paid and 20% employee paid** premiums.
- B. As a means of cost-containment, the Board of Education reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available to such plan is substantially the same as currently available to employees. The Board will not be responsible for changes unilaterally imposed by an insurance provided in benefits, co-payment provisions or deductions.
- C. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the district, or any member or dependent of a member of the bargaining unit.
- D. The Board will pay 100% of the premium for a \$25,000.00 life insurance policy for bargaining unit members.
- E. During the recently concluded negotiations with OAPSE Local #272 a single health insurance plan was made available to employees who work at least six (6) hours per day. It is the parties understanding that if the employee has an insurance plan available through their spouse, that they will not be able to receive this benefit from the Board, but must continue to be covered on their **spouse's health insurance plan. If during the** course of this contract a qualifying event would occur that would cause a loss of health care coverage for the bargaining unit member, the bargaining unit member would at that time be

**eligible to enroll in the Board's sponsored health insurance single plan.** If this is your understanding, please sign below.

ARTICLE 26: DURATION

- A. This Agreement constitutes the entire contract between the Board and the Association and settle all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Association, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretations of this Agreement.
- B. The Agreement shall be in effect on the dates set forth in Article 1 herein and shall renew from year-to-year thereafter unless either the Board or the Association serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.
- C. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provisions shall be automatically terminated. The remainder of Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Board and the Association shall promptly meet for the purpose of negotiating a lawful alternative provisions within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it.
- D. THIS AGREEMENT was ratified by the Ohio Association of Public School Employees Local #272 at a duly called meeting and is approved on behalf of the Association by the undersigned officers.

JUL 27 2018

Agreed to this 18<sup>th</sup> day of June 2018

FOR THE CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION:

Jerry McConnell  
Jerry McConnell, Superintendent

FOR THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES:

Karen Bailey OAPSE Rep 6/21/18  
Karen Bailey, Staff Representative, OAPSE  
Yanni Foley 6/26/2018  
Negotiating Team Member

FOR THE CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION:

ADL  
Board President

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

Ron Saunders  
Board Member

Jeanne Harmon  
Board Member

Mark  
Board Member

Chuck  
Board Member

APPROVED AS TO FORM:

Daniel P. Ruggiero  
Daniel P. Ruggiero, General Counsel  
Cross Management Consulting Services, Inc.

APPROVED AS TO CONTENT

Robert W. Cross  
Robert W. Cross, President  
Cross Management Consulting Services, Inc.