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# **AGREEMENT BETWEEN**

**THE CHESAPEAKE UNION EXEMPTED  
VILLAGE BOARD OF EDUCATION**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES/AFSCME/AFL-CIO  
LOCAL #275  
(BUS DRIVERS, CUSTODIANS, MECHANICS)**

**OCTOBER 5, 2013 – OCTOBER 4, 2016**

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## **PREAMBLE**

### **Statement of principles governing the initial agreement between the Board of Education and the Chesapeake Union Exempted Village School District ("Board") and the Ohio Association of Public School Employees ("OAPSE") and its Chapter #Local 275 ("Association").**

It is the intent and purpose of the parties hereto to set forth in the Agreement which follows herein their respective rights and obligations with regard to one another, and to commit themselves to act in accordance with Ohio and federal requirements for parties to a public sector bargaining agreement.

Further, it is the desire of the parties herein to affirm that their greatest duty is a mutual commitment to the citizens and to the students of the Chesapeake Union Exempted Village School District, and to express their recognition that the overriding obligation of the parties hereto is to strive for and to attempt to provide safety in and access to educational opportunities.

The parties herein agree that it is their primary joint obligation to provide safe and secure transportation for the students, as well as to offer opportunities for student enrichment. The Association recognizes the role of its members in promoting the physical safety of the students and providing their means of access to educational opportunities. The Board recognizes its role in assisting and supporting the members of the Association by active support, by fair compensation, and by assisting in sustaining and improving the development of bus driver competence.

To these ends, the parties recognize the need of the bus drivers and administration to function in a harmonious and mutually supportive environment. Accordingly, the purpose of this agreement is to establish a framework that will foster such an environment and further the guiding principles set forth above.

This contract made and entered into this 5th day of October 2013, by and between the Board of Education of the Chesapeake Union Exempted Village School District, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees, hereinafter referred to as "OAPSE", and its Local #275, hereinafter referred to as the "Association".

### **ARTICLE 1: TERM**

- A. This contract is effective for the period commencing October 5, 2013 and ending October 4, 2016, with wage and benefit provisions effective as of the signing of the Agreement.

### **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 bus drivers, custodians and mechanics.
- C. Excluded from the bargaining unit are all management employees, supervisors, confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as 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: DUES DEDUCTION AND FAIR SHARE FEE**

- 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 5: 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.
- B. The use of the male gender (he, his, him) shall also refer to the feminine gender as well.

#### **ARTICLE 6: 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 OAPSE Representative.
4. The "party of interest" is the party or parties with whom the aggrieved has a grievance.
5. 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 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 all parties in interest, to the President of the Association and the administrator involved.
4. The aggrieved shall be present at any grievance hearing. When the presence of the aggrieved at a grievance hearing is requested 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 parties in interest.
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 that 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 could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. Continuing grievances shall be recognized. The grievance conference shall occur within five (5) 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) 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) 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 file his decision within five (5) days of the Level Two filing and communicate it to the grievant and the Association.

Level Three.

If the aggrieved is not satisfied with the disposition at Level Two of the grievance procedure, he/she/they 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. 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) within thirty (30) days of the receipt of the Association's request for arbitration. 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.

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 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 7: 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 as a school bus driver with the Board as computed from his/her initial 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. Seniority as Custodian or Mechanic is determined by the initial date of hire by the Board for full-time employees and part-time seniority on number days worked, 180 to 260 days equals 1 year seniority.
  - 2. 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 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 8: 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) 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 classification 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 the 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 9: PHYSICAL OR MENTAL EXAMINATIONS**

- A. A job-related physical or mental examination may be required of all bargaining unit members after an offer of employment has been made but prior to beginning employment. The Board may condition the offer of employment or continued employment upon the passage of a physical or mental examination. The cost of such examinations shall be provided by the Board of Education.

#### **ARTICLE 10: LEAVES**

- A. Sick Leave.
  1. Upon approval of the Superintendent, 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 part-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Part-time employees shall accumulate sick leave at the rate of 0.083 hour per day. Unused sick leave shall be cumulative up to one hundred twenty (120) working days for part-time bargaining unit members. The amount of sick leave days which can be accumulated by full-time bargaining unit members shall not exceed a total up to three hundred and twenty-five (325) working days.
  3. The following are additional features of the cumulative sick leave plan:
    - a. In case of absence due to illness in the employee's immediate family, sick leave may be used within the three hundred and twenty-five (325) days accumulated maximum.
    - b. In case of death in the employee's immediate family, sick leave may be used within the three hundred and twenty-five (325) days accumulated maximum.
    - c. Death or illness in the employee's immediate family shall include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law,

son or daughter-in-law, grandparent, grandchild, aunt, uncle, or any other member of the employee's household group who has clearly filled one of these positions in the family.

- d. In the case of absence due to personal illness or pregnancy, illness 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. If 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.
- e. All written statements must be submitted to the Superintendent or their immediate Supervisor the day the employee returns to duty if absent less than one (1) week. If the employee is absent more than five (5) days, then 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 this contract.
- f. No days of absence with pay shall be allowed for any other reason not specified in this cumulative sick leave plan.
- g. A new bargaining unit member who has had no opportunity to accumulate sick leave may, 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 succeeding June 1. Such days will be deducted from the unit member's total accumulation of sick leave at the end of the year.
- h. A bargaining unit member who has used all previously accumulated sick leave may, 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 succeeding June 1. Such days will be deducted from the unit member's total accumulation of sick leave at the end of the year.
- i. When reporting off, bargaining unit members shall notify the Superintendent or designee according to the following schedule, all others 1 ½ hours prior to start of their shift:
  - a. By 6 a.m., if assigned to a morning run,
  - b. By 12 noon, if assigned to an afternoon run,
  - c. No later than two (2) hours prior to any scheduled run.

B. Personal Leave.

1. The following rules and regulations shall govern the use of administration of a maximum of three (3) unrestricted days 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. Personal leave must be taken in one-half (½) day or whole (1) day increments.
2. Each request for such leave shall be made by written application to the Transportation Director or their immediate Supervisor. This request shall state the reason or purpose of the day's leave, the date of the same, and shall be filed, except in emergencies, twenty-four (24) hours before the day of leave requested in order that suitable replacement or substitute can be obtained.

The Superintendent 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 effected by such leave.

3. Procedure for administration of personal leave shall be:
  - a. The unit member shall make written application to the Superintendent or their immediate Supervisor twenty-four (24) hours in advance on forms provided by the Board of Education.
  - b. If the Superintendent or their immediate Supervisor has reason to question the validity of the reason for which the leave is requested, he shall discuss this with the unit member to determine the validity of the unit member's reason for leave.
  - c. If the unit member has any doubt concerning the validity of the request, or if he/she wishes a definite answer before taking the leave, he/she shall discuss the reason with the Superintendent or their immediate Supervisor.
  - d. Personal leave ordinarily shall not be granted to any unit member during the period of one (1) day before or one (1) 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 one (1) year to another.
  - e. 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.
  - f. Personal leave shall be taken only for necessary personal or business matters, not for recreational purposes.
4. Personal leave not used during the course of a school year may be converted to the Bargaining unit member's accumulated sick leave total day for day upon request of the Bargaining unit member, or a bargaining unit member may cash in

any unused personal leave days for payment at their current rate after June 1, each year.

C. Jury Duty.

1. Bargaining unit members who are subpoenaed to any court for jury duty by the United States, the State of Ohio, or a political subdivision thereof 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.
2. Bargaining unit members will not be paid for any jury duty or court leave for matters which the employee has an interest or is involved personally.

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 the 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 like that described in Section D (1) above. Falsification of a leave request shall be grounds for suspension or termination.

Bargaining unit members granted such leaves shall not accrue seniority during the period of leave, but shall not lose previously accrued seniority.

2. 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. Maternity Leave.

1. It is recognized that pregnant employees may desire a consecutive period of time for leave during and after pregnancy. It is further recognized that the pregnant employee may desire this leave to include periods of time during which she is not physically or mentally disabled as a result of the pregnancy, as well as any periods when she is so disabled.

2. When a pregnant employee desires a period of time for leave due to maternity reasons and to return to the employ of the Board at a future date, she must make written application to the Superintendent for a leave of absence without pay or benefits to be paid by the Board. This will not affect such employee's rights under COBRA to continue benefits at her own expense. Such application must be accompanied by a doctor's written statement, stating the approximate date of delivery. This leave of absence may become effective at any time during pregnancy, and must become effective no later than the last expected date prior to delivery on which the employee will be physically or emotionally capable of performing all the duties and functions of her position, with said date to be established by a doctor's written statement. To request the termination of a maternity leave, the employee must submit to the Superintendent of Chesapeake Schools by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties. This written statement shall be submitted no later than thirty (30) days before the beginning of the next school semester. Failure to submit this statement in a timely manner will result in loss of reinstatement rights for the next succeeding semester. The Superintendent of Chesapeake Schools may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the doctor's certification for the employee's notification that she is ready for assignment. For the purposes of this provision, the summer vacation period between school years shall not be considered a semester.
3. The maximum amount of leave granted for a maternity case shall be the remainder of the schools year in which the leave becomes effective and one additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent of Chesapeake Schools in writing of her intention to return to service at least one hundred twenty (120) days before she expects to resume her duties. Failure to comply with this regulation shall be deemed an automatic resignation.
4. The administration may initiate maternity leave for a pregnant employee in accordance with this contract provision and the law at any time during an employee's pregnancy.

F. Unpaid Sick Leave.

1. In accordance with the Family and Medical Leave Act of 1993 and recent amendments, employees who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:
  - a. To care for a newborn son or daughter;
  - b. For a placement of a son or daughter with the bargaining unit member for adoption or foster parent;

- c. To care for a seriously ill spouse, child or parent; or
  - d. Because of their own serious health condition.
2. Bargaining unit members must give the Board at least thirty (30) days notice, or as much notice as is practicable in foreseeable situations.

The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.

3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid leave and 8 weeks of unpaid leave combination.)
4. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring second and third opinions.
5. Bargaining unit members who decide to take leave in accordance with this section shall follow the requirements listed in the Personnel Policies and Procedures Manual.

#### **ARTICLE 11: SEVERANCE PAY**

- A. Upon evidence of retirement from the School Employees Retirement System of Ohio, each retiring bargaining unit member with ten (10) or more 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 sixty-three (63) days.

#### **ARTICLE 12: OAPSE MEETINGS AND CONFERENCES**

- A. Two (2) authorized delegates will be granted one (1) day off with pay, and 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 Chesapeake 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,

and shall be located in the Bus Garage. 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 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 13: LABOR-MANAGEMENT MEETINGS**

- A. 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 on a monthly basis or as needed and to confer on matters of mutual interest.

#### **ARTICLE 14: PAY PERIODS**

- A. All bargaining unit members will be paid on the 15<sup>th</sup> day of the month 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 versus the current twenty-six (26) 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.)
- B. If the scheduled pay date falls on a holiday that is not a scheduled work day, bargaining unit members, if practical, will be paid on their last day worked prior to the pay date. During the summer recess, bargaining unit members may:
  - 1. Provide the Treasurer with self-addressed, stamped envelopes to have paychecks mailed in sufficient time to be received by the employee by the said payday, to the address given to the Treasurer's Office by no later than May 31; or
  - 2. Notify the Treasurer's Office by May 31, that they will pick up their pay checks at the Treasurer's Office.

- C. All bargaining unit members after October 5, 2013 will be required to sign up for direct deposit to receive their payment of compensation.

**ARTICLE 15: 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.

**ARTICLE 16: HOLIDAYS**

- 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 below, which are:

CUSTODIANS

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Memorial Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Christmas Day
- 7. Christmas Eve
- 8. Independence Day

BUS DRIVERS

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Memorial Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Day after Thanksgiving
- 7. Christmas Day
- 8. Christmas Eve

- 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.
- D. The Board will pay time and one-half (1 ½ ) to the driver for all hours worked on a Sunday bus trip, and for all hours worked by a bargaining unit member on one of the holidays listed in paragraph A above if all the other requirements of paragraph A are being met.

## **ARTICLE 17: VACANCIES**

### **A. Vacancies.**

The Board retains all rights described under the Management Rights clause of this Agreement. This includes the right to fill bus driver vacancies at the discretion of the Board. The Board will through the Transportation Director or Superintendent cause notice of vacancies in existing routes to be posted. The Transportation Director will notify the OAPSE Chapter President by letter and post a notice on the bulletin board of vacancies in existing routes. Vacancies in the custodian and mechanic classification will be posted in the Board office with a copy sent to the Local OAPSE President.

### **B. Whenever a permanent vacancy occurs in an existing route, the Transportation Director or the Superintendent will cause a notice to be posted advertising the route for bid by full-time bargaining unit members. The posting will be for seven (7) calendar days, during which time bids may be submitted in writing to the Transportation Director. The Transportation Director and the Superintendent will review the bids and select the individual most qualified for the route. The Board will offer vacancies in the custodian and mechanic classifications to other members in those classifications only. The Board reserves the right to fill any personnel vacancies in the custodian and mechanic classification from outside the bargaining unit or from within the bargaining unit at the sole recommendation of the Superintendent. 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.

### **C. Any subsequent routes opened by the incumbent receiving the bid under paragraph B above will be likewise posted for bid. The Board through the Transportation Director and/or Superintendent retains the right to remove any bargaining unit member from his/her new assignment within ten (10) working days. Any bargaining unit member may return voluntarily to their old route within the first ten (10) working days.**

### **D. The Board reserves the right through the Administration 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. The Board further reserves the right to cancel any posting prior to the vacancy being filled with notification to the Union.**

## **ARTICLE 18: 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 in 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 19: DISCIPLINE**

- A. Discipline of bargaining unit members, including termination, suspension or demotion, shall be for just cause and shall be undertaken for the reasons enumerated in, and shall be in accordance with, the provisions of Section 3319.08 1 (C) of the Ohio Revised Code. Discipline of a bargaining unit member for any cause shall not be held without an Association representative present when it involves a suspension or termination, 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 an oral warning by his/her Supervisor or the Superintendent. The next step shall be a written warning, from his/her Director or the Superintendent, to the bargaining unit member, asking him or her to improve 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 called for, 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 is called for, nor does it apply to situations involving emergency suspension as set forth in paragraph C of this Article.
  2. Bargaining unit members suspended under B-1 above will be given a notice stating the charges, and a hearing at which the bargaining unit member can reply to the charges before the suspension is invoked. The notice of hearing shall be given seventy-two(72) hours before the scheduled hearing, the bargaining unit member is entitled to be represented by the Union.
- 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 hearing to be held within seventy-two (72) hours of the suspension meeting notice requirements in C-1.
  2. Bargaining unit members may grieve suspensions directly to Step 3 of the grievance procedure.
- D. The bargaining unit member may request, in writing, that written reprimands be removed from his/her personnel file after two (2) years, if no intervening discipline has occurred during the two (2) year period. Bargaining unit members may request in writing to have any suspensions removed from their personnel file after five (5) years if no intervening discipline of any kind has occurred during the five (5) years.

## **ARTICLE 20: EXTRA TRIPS**

- A. Field trips and extra trip drivers shall be selected and assigned to a roster of interested drivers and the name of those on the roster shall be placed in order of seniority with the

driver with the greatest seniority being assigned the first such field trip or extra trip. Future trips will be assigned on a rotating basis and will not be reset at the beginning of the school year. Those interested in being placed on the Band, Extra Curricular and/or Athletic trip rosters should sign up between August 1<sup>st</sup> and September 15<sup>th</sup> at the location and venue designated by the Transportation Supervisor.

- B. In the event extra trips cannot be filled from the voluntary list or the trip requires more drivers than on the voluntary list, the school's Transportation Director will go to a list composed of the remaining drivers, requesting the most senior driver(s) to take the needed additional bus(es). If all drivers on the list refuse, then the Transportation Director will require the junior available driver to take the trip. The forcing of the junior driver will rotate up the list until all drivers have been required at least once to take a trip.
- C. There shall be a different gate system set up for late trips. The upper smaller gate could possibly be used, or a motor closure system provided for the large gate. All drivers shall have a key to the gate system.
- D. There shall be a separate restroom facility for the female drivers or an outside door.
- E. All extra trips shall be posted in a reasonable advance time on the bulletin board in the drivers room normally by Friday of the week preceeding the run or trip. Any changes or additions must come directly from the Transportation Director or the Superintendent. Permission to make trades must receive prior approval of 24 hours. Since Bargaining unit drivers shall not be called at home unless the necessity for a driver falls under an emergency; it is the driver's responsibility to view the lists posted for extra trips. Buses shall be assigned for extra trips.
- F. All extra trips the driver shall be paid on the following schedule:
  - 1. Groups of 10 or less need not be assigned.
  - 2. Trips of 1 to 5 hours in length shall be paid at the rate of \$55.00. Additional hours over 5 shall be paid at a rate of eleven dollars (\$11.00).
  - 3. Drivers will be allowed to trade runs with proper notification to the Transportation Director.
- G. Provisions of Article 20 shall not be subject to the Grievance Procedure.
- H. Drivers who report for an extra trip and that extra trip is canceled by Chesapeake Union Exempted Village Schools will be paid two (2) hours at eleven dollars (\$11.00) per hour reporting pay.
- I. Drivers assigned to the vocational run shall receive an extra supplemental payment of \$15.00 per day.

- J. Bargaining unit members must sign up for extra trips between August 1<sup>st</sup> and September 15<sup>th</sup> of each school year. Trips will be awarded under paragraph A. above. Once a bargaining unit member has signed up on the extra trip list, they shall remain on the list until they notify the Transportation Director of their request to be removed from the list.
- K. Bargaining unit members who are approved for overnight trips will submit receipts for meals up to a maximum of \$32.50.
- L. The Board of Education will abide by the Fair Labor Standards as it relates to calculating hours of work on overnight trips involving sleep time. Eight (8) hours uninterrupted sleep time will be given each driver with no duties as assigned as a driver during this eight (8) hours.

## **ARTICLE 21: NO STRIKE - NO LOCKOUT**

- A. There shall be no strike by unit members except under the following conditions:
  - 1. Unit members strike only in compliance with the terms of ORC Section 4117.14 (D) (2); i.e., unit members may strike after contract talks have failed, (in situations other than initial contract negotiations), provided that the Association has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.
- B. There shall be no strike by union members in violations of ORC Section 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.
- C. There shall be no "sympathy strikes" by unit members at any time or place, in support of strikes conducted by other units or unions within the Chesapeake Union Exempted Village School District facilities or within schools in the area of the Chesapeake Union Exempted Village School District.
- D. Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board members, member of the Administration or representative of the employer.
- E. The Association and OAPSE shall not authorize, call, aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, the Association and OAPSE shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike is unlawful and in violation of this Agreement and may be enjoined by a court of competent jurisdiction.

- F. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge.
- G. The Board will not lock-out unit members during the term of this Agreement.

**ARTICLE 22: WAGES**

- A. All bargaining unit members are expected to work their contract hours per year for the School District, including daily and extra runs Monday through Friday, to be a full-time employee. Custodians and mechanics may be required to work additional assignments during the course of the school year and summer break.
- B. All bargaining unit members in the bus driver classification are responsible for cleaning (dusting and sweeping) their bus daily, checking the fluid levels, doing a walk-around observation and filling out a report of their observations daily. All bargaining unit members in the bus driver classification are required to wash their bus once per week, weather permitting. (Bargaining unit members in the bus driver classification are allowed one-half hour per day to perform the functions of this paragraph B.)
- C. Bargaining Unit Members on the payroll as of October 4, 2014, shall receive a one time signing bonus in the amount of \$500.00. Bargaining unit members in the bus driver classification on, custodians classification, and Mechanic classifications the payroll of October 4, 2014 shall be the rates listed below:

Bus Driver Pay Rates:

<b>Years</b>	<b>2013/2014</b>
0	\$15.37
1	\$15.59
2	\$15.79
3	\$16.00
4	\$16.21
5	\$16.42
6	\$16.63
7-15	\$16.73
16-25	\$16.83
26+	\$16.93

Custodians:

<b>Years</b>	<b>2013/2014</b>
0	\$13.28
1	\$13.44
2	\$13.60
3	\$13.75
4	\$13.91

5	\$14.06
6	\$14.21
7-15	\$14.36
16-25	\$14.51
26+	\$14.66

Mechanic:

<b>Years</b>	<b>2013/2014</b>
0	\$18.87
1	\$19.14
2	\$19.42
3	\$19.69
4	\$19.96
5	\$20.24
6	\$20.51
7-15	\$20.66
16-25	\$20.81
26+	\$20.96

All certified OBI's with certificates on file in the Board's office will be paid their currently hourly rate during instruction time.

- D. The hourly rate for bus driver classification is arrived at by multiplying 178 days by 5 hours to equal 890 hours, the annual salary is divided by 890 hours to achieve the hourly rate.
- E. All work performed over forty (40) hours in any one week, shall be considered as overtime and paid at the overtime rate of one and one-half (1-1/2) times the rate of pay the employee was working when the overtime occurred in accordance with the Fair Labor Standards Act.
- F. Bargaining unit members will be paid their hourly rate of pay for all time spent attending in-service training.
- G. A bus driver who has breakdown time shall be paid no less than their hourly rate of pay being earned while with their bus.
- H. The Parties agree to re-open Article 22 for the third year of the Agreement with the Impasse Procedures in Article 26 governing the re-openers.

## **ARTICLE 23: INSURANCES**

- A. The Board will pay 75% of the health insurance premiums with the employee paying 25% of the health insurance premiums per month. The Board will continue to pay 100% of the premiums for dental and vision. The Chesapeake Union Exempted Village Board of Education will provide for full-time employees a major medical type hospitalization plan, a dental plan and vision plan, and life insurance possessing substantially similar benefit levels as the present plans in place at the execution of this Agreement. For the purpose of this Article, Full-Time Employee is defined as a employee scheduled to work a minimum of twenty-five hours weekly.
- B. 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 so long as the Board uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.
- C. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.
- D. 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.
- E. If the Board of Education of Chesapeake Union Exempted Village School District pays more than the single or family amounts listed in paragraph A above for nonadministrative employees, the Board will pay whatever the increased amount also towards the single or family premiums of the OAPSE bargaining unit members.
- F. The Board of Education of Chesapeake Union Exempted Village School District will provide each full-time bargaining unit member \$25,000 of term life insurance at no cost to the bargaining unit member.
- G. The Parties agree to re-open Article 23 for the second and third year of the Agreement with the Impasse Procedures in Article 26 governing the re-openers.

## **ARTICLE 24: COMMERCIAL DRIVERS LICENSE**

- A. Employees whose positions require a valid State of Ohio Commercial Drivers License (CDL) are required to possess such license with proper and necessary endorsements by April 1, 1992.
- B. The School District will endeavor to make available voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for necessary test(s).
- C. The School District will endeavor to arrange such training at a school work site during regular working hours.
- D. The School District will arrange for such employees to be able to obtain the necessary physical examination required for said license at no cost to the employee.
- E. The School District will pay the cost of the CDL for all current employees whose positions require said CDL after the effective date of this Agreement.
- F. Employees who do not possess the required CDL with endorsements will not be permitted to operate the School District's equipment. The employee will be removed from his position and will be offered any other available/open position for which he is qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 8 of this Agreement.
- G. An employee who loses his driving rights for a period of sixty (60) days due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any School District and/or leased equipment. During this time period, the School District will fill his vacated position temporarily for sixty (60) days until the employee again obtains his CDL. Should no open and/or vacant position exist for which he is qualified, the employee will be laid off in accordance with Article 8 of this Agreement.
- H. An employee who loses his driving rights for a period of one (1) year will face automatic termination of his employment with the Chesapeake Union Exempted Village School District.

## **ARTICLE 25: DRUG TESTING**

- A. Introduction.

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a bargaining unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination if possible.

Effective January 1, 1996 in accordance with the Omnibus Transportation Employee Testing Act, all bargaining unit members shall be subject to alcohol and drug testing, including reasonable suspicion, random, and post-accident testing. Return-to-duty and follow-up testing shall also be required.

B. Authority of Testing.

Only the Superintendent or his designee acting in his absence may order a drug test.

Employees who refuse to submit to alcohol and drug testing shall be subject to termination.

C. When the Administration has reasonable suspicion to believe that:

1. An employee is being affected by the use of alcohol; or
2. Has abused prescribed drugs; or
3. Has used illegal drugs.

The school Administration shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The school administration may also require the employee to randomly submit to alcohol or drug testing.

D. Testing Procedure.

Detailed testing procedures shall be developed by the Superintendent to:

1. Positively identify bargaining unit member prior to testing;
2. Provide for bargaining unit member privacy and security of samples;
3. Establish if a bargaining unit member is taking any drug legitimately under medical supervision; and
4. Develop a two step test. Both urine and blood samples shall be drawn. Any specimen testing positive in the urinalysis shall be subject to confirmation by blood test. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second set of samples shall be taken and sealed. Should the original blood test show positive, the second sealed set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.
5. Testing shall also be in compliance with requirements Transportation Employee Testing Act which requires random drug testing.

E. Testing Agent.

The laboratory selected to conduct the analysis will be experienced and capable of qualify control, documentation, chain of custody, technical expertise and demonstrated proficiency.

- F. Bargaining unit members will be given two (2) opportunities for rehabilitative programs. A bargaining unit member can nullify his rights by failing to participate in such programs. No bargaining unit member shall be discharged who has an addiction to alcohol or drugs without the opportunity to participate in rehabilitation.
  - 1. Bargaining unit members entered into rehabilitation programs shall be permitted to use any sick leave or vacation to their credit.
  - 2. Any bargaining unit member who has exhausted his sick leave and vacation leave shall be granted unpaid leave to participate in rehabilitation programs.
- G. All tests on bargaining unit members will be administered to assure privacy and confidentiality. Costs for initial testing shall be paid by the Board. Confirmation tests shall be paid by the employee requesting such test.
- H. Employees who are required to be drug tested shall be compensated for all time spent for testing at his/her regular hourly rate of pay. This language sunsets when Chesapeake Schools have drug testing performed on site in the School District. No bargaining unit member will be paid for drug tests that are performed as part of the normal daily hours paid under Article 22.

**ARTICLE 26: GUIDELINES FOR NEGOTIATIONS**

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

- 1. Location of Meetings

Meetings will be held at a mutually agreed to site.

- 2. Dates and Times of Meetings

Sessions will be scheduled by mutual agreement on an as-needed basis. Sessions will normally be for three (3) hours maximum duration. Nothing herein shall prohibit the parties from mutually consenting to extend the sessions.

The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

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. Bargaining Committee Composition

The Union team will consist of not more than five (5) bargaining unit participants. The Management bargaining team shall consist of no more than five (5) participants.

4. Chief Negotiator

There shall be only one (1) spokesperson (the Chief Negotiator) for each party. It is recognized that, upon occasion, other team members may address issues.

5. Requests For Data

All requests for data shall be in writing. Available and relevant data necessary for the Union to adequately represent its interest will be furnished by the Employer. A reasonable fee may be assessed to cover the cost of furnishing such data.

6. Written Proposals/Material

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. There shall not be any new proposals placed on the table after the third session unless by mutual agreement of the parties. Either party may at any time during negotiations offer verbal (table) counters to written proposals.

7. Meeting Notes

No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

8. Caucus

A caucus may be called at any time during negotiations by the Chief Negotiator for either committee. Caucuses shall normally not exceed thirty (30) minutes unless mutually agreed to extend the time.

9. News Media

It is agreed that during the negotiating period, neither party will issue a statement to the news media. If, in the normal conduct of negotiations, such press releases should become necessary, the content must be mutually acceptable.

10. Order of Proposals and Counterproposal

The parties agree that they will attempt to reach tentative agreement on all non-economic issues, before the parties commence negotiations on the language regarding items of an economic nature.

Upon receiving the Union's initial proposals, the Employer will respond with written proposals and counterproposal on all non-economic issues at the next scheduled negotiating session, unless a different date for response is otherwise mutually agreed upon. After the non-economic issues are resolved, or have been thoroughly discussed, the Employer shall respond with written proposals and counterproposal regarding the economic items.

#### 11. Agreements

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 tentative agreement shall resolve the respective Section or Article in question, and that no further negotiations on the same issue shall be required until such time as a total agreement is reached on all issues and the Agreement is either accepted or rejected by the respective parties. Tentative agreements shall not be made effective until the total final Agreement is signed by both parties.

After final tentative agreement is reached on all Articles, the Union Bargaining Committee will present the Agreement to the membership of the local Union for ratification. If the Agreement is ratified, the Union shall notify the Board's representative, who shall present the Agreement to the Board of Education within fourteen (14) calendar days for ratification. In the event that the Board fails to act on the Agreement within thirty (30) calendar days of receipt, the Agreement shall become effective on the thirty-first (31st) day following receipt. If either party rejects the Agreement, the parties shall meet at least one (1) time with a mediator to attempt to resolve the issues. Such meeting shall occur within five (5) workdays following notice of rejection to either party.

Upon ratification by the Board and the local Union, the Bargaining Committee will meet within twenty (20) calendar days to execute the Agreement by affixing signatures of the parties.

#### 12. Impasse Procedures

The parties agree to negotiate for a period of sixty (60) calendar days following the date of their first meeting. If the parties have not reached an agreement within forty-five (45) days following the date of their first meeting, or sooner if mutually agreed, they shall request the assistance of a mediator from FMCS. If the parties are unable to reach an agreement with the assistance of the mediator by the end of the ninety (90) day bargaining period either party may declare ultimate impasse at which time the board will make a Final Offer in writing. The

Union will take the Final Offer back for a secret ballot vote. If the contract fails, the Union may exercise its right to strike subject to the provisions of Ohio Revised Code Chapter 4117.

The above shall constitute a mutually agreed upon dispute settlement procedure and a waiver by the parties of the procedures for fact finding as provided under Section 4117.14 (c), (3), (4), (5), and (6).

## **ARTICLE 27: HOURS OF WORK AND OVERTIME**

- A. Employees hours of work will be determined by their classification and assignment. Employees in the Custodian and Mechanic classification will receive a thirty (30) minute paid lunch period to be scheduled with Principal's permission.
- B. All work performed by bargaining unit members over forty (40) hours in any one week shall be considered as overtime and paid at the overtime rate of one and one-half (1 ½) times the bargaining unit members hourly rate of pay for the position the bargaining unit member was working when the overtime occurred in accordance with the Fair Labor Standards Act. The Employer shall solely be responsible for deciding when to work overtime or when overtime is needed.
- C. Bargaining unit members will be offered overtime in their classification only. Effective October 5, 2013 overtime will be rotated, in the classification the work occurs, starting with the most Senior Bargaining Unit Member in that classification and down through the list until the work is completed. This Section does not apply to Bus Drivers.
- D. Bargaining unit members will be paid for all time lost when the schools in which they work are closed owing to an epidemic or other public calamity. Nothing in this article shall be construed as requiring payment in excess of a bargaining unit member regular wage rate for any time worked while the school in which the bargaining unit member is employed is officially closed for reasons set forth in this paragraph.
  - 1. On days the Superintendent or Board declares a calamity, bargaining unit members in the custodian classification will be required to check their assigned building performing tasks such as snow removal, cleaning side walks, securing the building, checking the heating and cooling systems.

- 2. Bargaining unit members who cannot report on calamity days to fulfill their tasks in D-1 above may use personal leave with the Superintendent's approval.
- E. Bargaining unit members called out to work will be paid a minimum of two (2) hours pay or the hours they actually worked if greater.
- F. Employees directed to use their own personal vehicle in the course of their assigned duties will be reimbursed mileage at the IRS rate to be paid on a quarterly basis.
- G. Custodians will not be required to use their private vehicles to carry school equipment from one school location to another.

**ARTICLE 28: VACATIONS**

- A. For full-time bargaining unit members in the custodian and mechanic classification on a twelve (12) month contract, they shall receive vacation after one year of service on the following basis:
 

After one (1) year	2 calendar weeks vacation with pay
After ten (10) years	3 calendar weeks vacation with pay
After twenty (20) years	4 calendar weeks vacation with pay
After twenty-five (25) years	5 calendar weeks vacation with pay
- B. Upon retirement or separation the bargaining unit member will be entitled to cash in their vacation accrued to their credit at their current rate of pay. No more than two (2) years credits may be accrued for cashing in at retirement or separation.
- C. In case of the death of a bargaining unit member, any accrued vacation and a prorated share for the current year, will be paid in accordance with ORC 2113.04 or to the bargaining unit member's estate.
- D. No vacation may be scheduled or taken without prior approval of the building principal and the Superintendent.

**ARTICLE 29: 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 from the date of signing for a period of three years from October 5, 2013, with wage and benefits provisions effective upon signing and execution by both parties, the Agreement shall expire on October 4, 2016 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. The parties agree to reopen the last two years of the Agreement for Articles 22 and 23.
  
- 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. In witness whereof, the parties hereto by their duly authorized representatives, after adoption and approval of this entire Agreement by the Board by resolution, pursuant to Section 4117. 10 (B) of the Ohio Revised Code, have set their hands and seal this day of \_\_\_\_\_.

FOR THE CHESAPEAKE UNION  
EXEMPTED VILLAGE BOARD OF  
EDUCATION:

Jerry McConnell  
Jerry McConnell, Superintendent

FOR THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES:

Karen Bailey 11-15-13  
Karen Bailey, Staff Representative, OAPSE

Mark Pemberton  
Mark Pemberton, Negotiating Team Member

David Ridenour 11/15/13  
David Ridenour, Negotiating Team Member

Joe Waugh  
Joe Waugh, Negotiating Team Member

FOR THE CHESAPEAKE UNION  
EXEMPTED VILLAGE BOARD OF  
EDUCATION:

[Signature]  
Board President

Carl B. Kelly  
Board Member

[Signature]  
Board Member

Jeanne A. Harmon  
Board Member

Jerry Frye  
Board Member

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

Robert W. Cross 12-9-13  
Robert W. Cross, President  
Cross Management Consulting Services, Inc.

CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION  
AND  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 275

Date Proposed January 7, 2016  
Proposal #                     #3                    

**ARTICLE 22: WAGES**

- A. All bargaining unit members are expected to work their contract hours per year for the School District, including daily and extra runs Monday through Friday, to be a full-time employee. Custodians and mechanics may be required to work additional assignments during the course of the school year and summer break.
  
- B. All bargaining unit members in the bus driver classification are responsible for cleaning (dusting and sweeping) their bus daily, checking the fluid levels, doing a walk-around observation and filling out a report of their observations daily. All bargaining unit members in the bus driver classification are required to wash their bus once per week, weather permitting. (Bargaining unit members in the bus driver classification are allowed one-half hour per day to perform the functions of this paragraph B.)
  
- C. Bargaining Unit Members on the payroll as of October 4, 2015. Bargaining unit members in the bus driver classification on, custodians classification, and Mechanic classifications the payroll of October 4, 2015 shall be the rates listed below:
  - 1. These wage rates listed, effective October 4, 2015, will be off set by the three hundred (\$300.00) dollar one-time bonus previously paid to the bargaining unit members. The listed wage rates will be paid for any overtime worked above the standard 890 hours normally scheduled under D. below for bus drivers. Once the \$300.00 is exhausted, the full wage rates will apply for all hours worked regardless of classification. This will retain the integrity of the two (2) percent wage increase not being exceeded.

Bus Driver Pay Rates:

<b>Years</b>	<b>2013/2014</b>	<b>2015/2016</b>
0	\$15.37	\$15.68
1	\$15.59	\$15.90
2	\$15.79	\$16.11
3	\$16.00	\$16.32
4	\$16.21	\$16.53
5	\$16.42	\$16.75
6	\$16.63	\$16.96
7-15	\$16.73	\$17.06
16-25	\$16.83	\$17.17
26+	\$16.93	\$17.27

Custodians:

<b>Years</b>	<b>2013/2014</b>	2015/2016
0	\$13.28	\$13.55
1	\$13.44	\$13.71
2	\$13.60	\$13.87
3	\$13.75	\$14.03
4	\$13.91	\$14.19
5	\$14.06	\$14.34
6	\$14.21	\$14.49
7-15	\$14.36	\$14.65
16-25	\$14.51	\$14.80
26+	\$14.66	\$14.95

Mechanic:

<b>Years</b>	<b>2013/2014</b>	2015/2016
0	\$18.87	\$19.25
1	\$19.14	\$19.52
2	\$19.42	\$19.81
3	\$19.69	\$20.08
4	\$19.96	\$20.36
5	\$20.24	\$20.64
6	\$20.51	\$20.92
7-15	\$20.66	\$21.07
16-25	\$20.81	\$21.23
26+	\$20.96	\$21.38

- All certified OBI's with certificates on file in the Board's office will be paid their currently hourly rate during instruction time.
- D. The hourly rate for bus driver classification is arrived at by multiplying 178 days by 5 hours to equal 890 hours, the annual salary is divided by 890 hours to achieve the hourly rate.
  - E. All work performed over forty (40) hours in any one week, shall be considered as overtime and paid at the overtime rate of one and one-half (1-1/2) times the rate of pay the employee was working when the overtime occurred in accordance with the Fair Labor Standards Act.
  - F. Bargaining unit members will be paid their hourly rate of pay for all time spent attending in-service training.
  - G. A bus driver who has breakdown time shall be paid no less than their hourly rate of pay being earned while with their bus.

H. Overtime and new rates calculated on October 5, 2015.

DATE SIGNED: 1/15/16

FOR THE UNION:

Maria Lambert  
Karen Bailey 1/13/16  
Danae Ridwan

FOR THE EMPLOYER:

Robert W. Bass  
Sue Ann Dial  
Jerry McConnell