



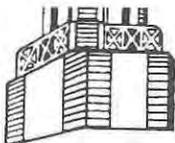
02-28-14  
14-CON-02-0503  
0503-02  
K31164

## Chagrin Falls Exempted Village Schools

400 EAST WASHINGTON STREET • CHAGRIN FALLS, OHIO 44022  
PHONE (440) 247-4363 • FAX (440) 247-5883

ROBERT W. HUNT  
*Superintendent*  
ANNE SPANO  
*Treasurer/CFO*

BOARD OF EDUCATION  
MARY KAY O'TOOLE  
*President*  
MICHAEL F. HOGAN  
*Vice President*  
HARRY G. CASHY  
ANNE B. THOMAS, Ph.D.  
ROBERT H. WEBER



February 28, 2014

Sheila Farthing  
Ohio State Employment Relations Board  
Research and Training Section  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215

Dr. Ms. Farthing:

Attached is a Successor Negotiated Agreement (July 1, 2014 – June 30, 2017) between the Chagrin Falls Exempted Village Schools Board of Education and OAPSE Local 485, along with salary schedules for these years. This was ratified by the Board of Education on February 18, 2014. Please let me know if I need to provide any further information.

Sincerely,

Barbara J. Wilson  
Administrative Assistant to the Superintendent

## AGREEMENT

This Agreement is by and between the Chagrin Falls Exempted Village School District Board of Education (“Board”) and Local #485 of the Ohio Association of Public School Employees (AFSCME/AFL-CIO) (“Union”) and is for the purpose of entering into a successor Negotiated Agreement between the parties. Accordingly, the parties agree as follows:

Section 1. Article I (Section 1.6) shall be modified as follows:

\* \* \*

1.6 The effective dates of this Agreement shall be from July 1, 2014, through June 30, 2017.

\* \* \*

Section 2. Article XXX (Sections 30.1, 30.2, and 30.3) shall be modified as follows:

30.1 Effective July 1, 2014, through June 30, 2015, there shall be an increase at every position of 1%.

30.2 Effective July 1, 2015, through June 30, 2016, there shall be an increase at every position of 1%.

30.3 Effective July 1, 2016, through June 30, 2017, there shall be an increase at every position of 1%.

If the percentage increase for the teacher BA-0 Base Salary in the CFEA Agreement for any of the above school years is greater than the percentage increase prescribed above for OAPSE, the Board agrees to implement the higher percentage increase for that specific school year.

Section 3. Article XXXVII (Section 37.1) shall be modified as follows:

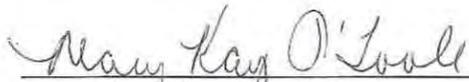
37.1 This document shall be in effect from July 1, 2014, through June 30, 2017, except as noted.

Section 4. All salary schedules will be updated to reflect the increases prescribed in Section 2 above.

Section 5. Any item which appears in the July 1, 2011, through June 30, 2014, Negotiated Agreement, and which has not been changed in Sections 1-4 above, shall remain the same in the successor Negotiated Agreement to be in effect from July 1, 2014, through June 30, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated:

FOR THE BOARD:

  
Board President

  
Superintendent

  
Treasurer



FOR THE UNION:

  
OAPSE Local #485 President










Aides/Transportation/Food Service  
2014-2017 Salary Schedules

<b>Aides</b>			
Level	14-15	15-16	16-17
0	15.46	15.61	15.77
1	15.69	15.85	16.01
2	15.94	16.10	16.26
3	16.17	16.33	16.49
4	16.41	16.57	16.74
5	16.65	16.82	16.99
6	16.90	17.07	17.24
7	17.14	17.31	17.48
8	17.40	17.57	17.75

<b>Cook</b>			
Level	14-15	15-16	16-17
0	15.82	15.98	16.14
1	16.04	16.20	16.36
2	16.29	16.45	16.61
3	16.53	16.70	16.87
4	16.80	16.97	17.14
5	17.03	17.20	17.37
6	17.30	17.47	17.64
7	17.52	17.70	17.88
8	17.82	18.00	18.18

<b>Bus Driver/Courier</b>			
Level	14-15	15-16	16-17
0	20.74	20.95	21.16
1	21.27	21.48	21.69
2	21.79	22.01	22.23
3	22.33	22.55	22.78
4	22.91	23.14	23.37
5	23.49	23.72	23.96
6	24.06	24.30	24.54
7	24.65	24.90	25.15
8	25.29	25.54	25.80

<b>Helper</b>			
Level	14-15	15-16	16-17
0	13.78	13.92	14.06
1	14.00	14.14	14.28
2	14.19	14.33	14.47
3	14.40	14.54	14.69
4	14.62	14.77	14.92
5	14.86	15.01	15.16
6	15.05	15.20	15.35
7	15.29	15.44	15.59
8	15.50	15.66	15.82

<b>Bus Mechanic</b>			
Level	14-15	15-16	16-17
0	22.81	23.04	23.27
1	23.23	23.46	23.69
2	23.67	23.91	24.15
3	24.12	24.36	24.60
4	24.59	24.84	25.09
5	25.05	25.30	25.55
6	25.53	25.79	26.05
7	26.01	26.27	26.53
8	26.50	26.77	27.04

Secretarial  
2014-2017 Salary Schedules

<b>Sec. I</b>			
Level	14-15	15-16	16-17
0	17.35	17.52	17.70
1	17.77	17.95	18.13
2	18.23	18.41	18.59
3	18.69	18.88	19.07
4	19.15	19.34	19.53
5	19.63	19.83	20.03
6	20.12	20.32	20.52
7	20.62	20.83	21.04
8	21.14	21.35	21.56

<b>Sec. II</b>			
Level	14-15	15-16	16-17
0	18.15	18.33	18.51
1	18.59	18.78	18.97
2	19.04	19.23	19.42
3	19.56	19.76	19.96
4	20.05	20.25	20.45
5	20.52	20.73	20.94
6	21.04	21.25	21.46
7	21.55	21.77	21.99
8	22.11	22.33	22.55

<b>Sec. III</b>			
Level	14-15	15-16	16-17
0	18.94	19.13	19.32
1	19.40	19.59	19.79
2	19.90	20.10	20.30
3	20.39	20.59	20.80
4	20.91	21.12	21.33
5	21.42	21.63	21.85
6	21.97	22.19	22.41
7	22.50	22.73	22.96
8	23.10	23.33	23.56

<b>Sec. IV</b>			
Level	14-15	15-16	16-17
0	19.72	19.92	20.12
1	20.21	20.41	20.61
2	20.72	20.93	21.14
3	21.23	21.44	21.65
4	21.77	21.99	22.21
5	22.31	22.53	22.76
6	22.86	23.09	23.32
7	23.45	23.68	23.92
8	24.01	24.25	24.49

Maintenance/Custodial  
2014-2017 Salary Schedules

<b>Day Custodian</b>			
Level	14-15	15-16	16-17
0	17.55	17.73	17.91
1	17.89	18.07	18.25
2	18.23	18.41	18.59
3	18.56	18.75	18.94
4	18.94	19.13	19.32
5	19.28	19.47	19.66
6	19.64	19.84	20.04
7	20.03	20.23	20.43
8	20.41	20.61	20.82

<b>Night Custodian/Grounds Worker</b>			
Level	14-15	15-16	16-17
0	18.95	19.14	19.33
1	19.33	19.52	19.72
2	19.68	19.88	20.08
3	20.07	20.27	20.47
4	20.44	20.64	20.85
5	20.82	21.03	21.24
6	21.22	21.43	21.64
7	21.62	21.84	22.06
8	22.04	22.26	22.48

<b>7-12 Campus Coordinator</b>			
Level	14-15	15-16	16-17
0	20.35	20.55	20.76
1	20.74	20.95	21.16
2	21.14	21.35	21.56
3	21.53	21.75	21.97
4	21.96	22.18	22.40
5	22.36	22.58	22.81
6	22.79	23.02	23.25
7	23.22	23.45	23.68
8	23.65	23.89	24.13

<b>Head El. Custodian(s)/Grounds Coordinator</b>			
Level	14-15	15-16	16-17
0	21.76	21.98	22.20
1	22.16	22.38	22.60
2	22.59	22.82	23.05
3	23.00	23.23	23.46
4	23.47	23.70	23.94
5	23.91	24.15	24.39
6	24.35	24.59	24.84
7	24.82	25.07	25.32
8	25.29	25.54	25.80

<b>Maintenance/District Night Coordinator</b>			
Level	14-15	15-16	16-17
0	22.81	23.04	23.27
1	23.23	23.46	23.69
2	23.67	23.91	24.15
3	24.12	24.36	24.60
4	24.59	24.84	25.09
5	25.05	25.30	25.55
6	25.53	25.79	26.05
7	26.01	26.27	26.53
8	26.50	26.77	27.04

<b>7-12 Campus Head Custodian</b>			
Level	14-15	15-16	16-17
0	23.85	24.09	24.33
1	24.35	24.59	24.84
2	24.86	25.11	25.36
3	25.34	25.59	25.85
4	25.85	26.11	26.37
5	26.33	26.59	26.86
6	26.83	27.10	27.37
7	27.30	27.57	27.85
8	27.86	28.14	28.42

STATE EMPLOYMENT  
RELATIONS BOARD

2011 AUG 22 P 12:42

0503-02

K 27513

11-MED-03-0391

AGREEMENT BETWEEN

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
LOCAL 485

AND

CHAGRIN FALLS EXEMPTED VILLAGE SCHOOLS  
BOARD OF EDUCATION

EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014

72

**TABLE OF CONTENTS**

	<u>Page</u>
Article I - Agreement .....	5
Article II - Recognition .....	6
Article III - Dues Deductions .....	7
Article IV - Procedures for Conducting Negotiations.....	9
Article V - Impasse .....	11
Article VI - Employee/Administrator Advisory Council (EAAC) .....	12
Article VII - Grievance Procedure .....	13
Article VIII – Provisions Contrary to Law.....	16
Article IX - Personnel Files and Evaluation .....	17
Article X - Organizational Rights .....	19
Article XI - Probationary Period and Job Posting.....	21
Article XII - Layoff and Recall .....	23
Article XIII - Hours and Overtime.....	25
Article XIV - Employee Expenses and Materials .....	28
Article XV - Sick Leave.....	29
Article XVI - Personal Leave.....	31
Article XVII - Leave of Absence .....	33
Article XVIII - OAPSE Leave .....	37

Article XIX - Calamity Days .....	38
Article XX - Job Descriptions.....	39
Article XXI - Policy Book .....	40
Article XXII - Workers' Compensation.....	41
Article XXIII - Holidays .....	42
Article XXIV - Vacations .....	44
Article XXV - Severance Pay .....	46
Article XXVI - Insurance.....	47
Article XXVII - Transportation .....	50
Article XXVIII - Job Classification and Positions.....	53
Article XXIX - Employee Development Fund .....	55
Article XXX - Salary Schedule.....	56
Article XXXI - Attendance of Employee's Children.....	57
Article XXXII - Food Service Provisions.....	58
Article XXXIII - Additional hours and Paychecks .....	59
Article XXXIV - Staff Discipline .....	60
Article XXXV - Drug/Alcohol Testing .....	61
Article XXXVI - Miscellaneous .....	63
Article XXXVII - Implementation.....	64

Article XXXVIII - Errors of Omission .....65

    Certificate (O.R.C.5705.412) Fiscal Year 2011-2014 .....66

    Signature Page.....67

    Salary Schedules:

        Aides/Food Service/Transportation .....68

        Secretarial .....69

        Maintenance/Custodial .....70

**APPENDIX A . . .7EF WITH NO LIFE TIME LIMIT .....71**

**APPENDIX B . . . MEDICAL BENEFITS WAIVER FORM.....72**

## ARTICLE I – AGREEMENT

- 1.1 This agreement is entered into between the Chagrin Falls Exempted Village Board of Education, hereinafter referred to as the Board/Employer and the Ohio Association of Public School Employees, AFSCME, AFL-CIO and its affiliate, (OAPSE) Local #485, hereinafter referred to as the Association/Union.
- 1.2 The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the written provisions of this agreement.
- 1.3 Any matters or subjects not covered herein have been waived by the parties for the life of this agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force or effect.
- 1.4 The written provisions of this contract represent complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.
- 1.5 Negotiations for a new agreement between the parties shall be conducted in accordance with the terms and conditions set forth in the procedures for conducting negotiations section of this agreement.
- 1.6 The effective dates of this agreement shall be from July 1, 2011, through June 30, 2014.

## ARTICLE II – RECOGNITION

- 2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all non-supervisory, regular full-time and regular short-hour employees under a regular non-teaching contract in the following positions:

Custodial	Secretaries
Maintenance	Clerks
Mechanic	Aides
Bus Drivers	Food Service
Grounds workers	

- 2.2 For the purpose of this agreement, Section 2.1 shall be considered as a combined single unit defined as the bargaining unit.
- 2.3 The following positions shall be excluded from the bargaining unit:

Business Office Employees  
Administrative Assistant/Superintendent Secretary  
Assistant Superintendent Secretary  
Supervisors or Directors of Non-Certificated Departments  
Student School Employees  
Casual Labor Employees (shall work for a maximum of 160 days per year)\*  
Substitute Employees (who are acting as replacements for bargaining unit employees who are or have been absent)  
Parochial/Private School Employees  
Treasurer  
Facilities / Business Office Secretary  
Pupil Services Secretary

\*Annually, information on the use of casual employees shall be reported to the OAPSE president.

- 2.4 For the term of this agreement, negotiations shall be conducted only with OAPSE; however, nothing herein shall abridge the right of any individual to present his/her views or recommendations to the Board.
- 2.5 Recognition shall remain in effect for the term of this agreement.

### ARTICLE III – DUES DEDUCTIONS

- 3.1 The Board of Education agrees to deduct from the wages of Union members for the payment of dues to the Union, upon presentation of a written authorization individually executed by each employee.
- 3.2 All dues deductions shall be made from the employee's wages each pay period. Within fifteen (15) days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with an alphabetical list of those employees for whom payment is made and the amount deducted. Dues deductions shall be deducted from the employee's pay in twenty-four (24) equal deductions.
- 3.3 The Union shall notify the Employer in writing of the annual dues rate for the employees in the bargaining unit. The Union will also notify the Employer in writing of any change to the annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.
- 3.4 If requested by the Union, the Employer will provide to the Union for each employee who authorizes dues deductions the amount of the total gross annual income as reflected on the employee's W-2 forms received from the Employer for the previous year.
- 3.5 Fair share fee deductions shall be made in the same manner as dues. Signed Payroll Deduction Authorizations executed by Union members shall be continuous from year-to-year for the duration of the term of recognition of the Ohio Association of Public School Employees (OAPSE)/AFSCME/AFL-CIO and its Local 485 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22<sup>nd</sup> through August 31. Members electing to withdraw from the Union, must submit a written request received within the ten (10) day withdrawal period to the OAPSE State Office at 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. Should a member withdraw during the Withdrawal Period, the Board of Education shall then deduct fair share fees from the employee's paychecks.
- 3.6 The Union shall defend and indemnify the Board of Education, the chief fiscal officers, members, agent and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board of Education, its officers, member employees, and/or agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions.

- 3.7 The Board of Education agrees to deduct from the wages of any employee an OAPSE- PEOPLE\* deduction as provided for in a written authorization. Such authorization must be voluntarily executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Board of Education agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

\*Public Employees Organized to Promote Legislative Equality

## ARTICLE IV - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 4.1 Negotiating Teams — Negotiating teams shall be limited to seven (7) representatives each of the Board of Education and the Association. Neither party shall have control over the selection of the other team's members. Each party may have one rotating member included within the seven (7) representatives. Any negotiation meetings that occur during a negotiating team member's scheduled shift, the team member shall not sustain any loss of pay or be required to make up the time spent in negotiations. This provision is not to exceed regularly scheduled shift or result in overtime compensation.
- 4.2 Good Faith – “Good Faith” involves coming to the negotiating table with the intention of negotiating to reach an agreement. Good faith requires that both negotiating teams be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The obligation to meet for purposes of negotiations, however, does not compel either party to agree to a proposal or require the making of a concession.
- 4.3 Observers and Consultants – Each party shall be authorized to admit up to two (2) Board employees or up to two (2) Board members/administrators as observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party, unless mutually agreeable to both negotiating teams.
- 4.4 The parties of the negotiating teams may call upon consultants. Either team may request that a consultant attend a particular negotiating session to make a presentation. The expense of such consultants shall be borne by the party requesting them.
- 4.5 Exchange of Information – The Superintendent shall furnish to the employee bargaining unit recognized by the Board of Education and the employee bargaining unit will furnish to the Superintendent, upon request, such information as is pertinent to the issues under negotiation. The Board and the employee bargaining unit will incur no special expense in providing such information to the other party.
- 4.6 Submission of Issues and Negotiations Meetings
  - A. Either party may request in writing that the agreement be opened for negotiations for the successor agreement not more than one hundred twenty (120) calendar days or less than sixty (60) calendar days in advance of the expiration date of this Agreement. Fifteen (15) calendar days after receipt of such notice, the parties shall meet to exchange written proposals and begin the process of negotiations. The negotiations shall not exceed a period of sixty (60) calendar days unless both parties agree to an extension of time.

- B. All proposals shall be submitted simultaneously at the initial meeting by both parties. If proposals are to be placed on the agenda after the initial meeting, it must be by mutual consent.
  - C. Employee organization proposals for negotiations shall be submitted to the Superintendent of Schools. Board of Education proposals for negotiations shall be submitted to the President of the Employee organization.
  - D. Individual grievances are not negotiable items.
  - E. Procedure – Negotiations shall be conducted at times and places mutually agreed upon by the parties. Should both parties agree, negotiation meetings will be held during regular business hours (8:00 a.m. to 4:30 p.m.). Once the meeting date, time, and place have been established by both parties, the following procedure shall be used: The Association and the Board will present their written proposals at the first meeting. Subsequent meetings shall be scheduled to negotiate the proposals until a tentative agreement is reached.
- 4.7 Executive Session – Each meeting will be held in executive session. Such session shall be limited to two (2) hours duration unless an extension is agreed to mutually. Attendance will be limited to the members of the respective negotiating teams except as provided for in Article 4.3 of this agreement.
- 4.8 Caucus – Upon the request of either party, the negotiating meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
- 4.9 Agreement – When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted within fifteen (15) calendar days to the employee bargaining unit for ratification. Prior to the negotiated agreement being presented to the employee bargaining unit and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement. Within five (5) calendar days from the time the agreement, ratified and signed by the employee bargaining unit recognized by the Board of Education, is returned to the Superintendent of Schools, it shall be presented to the Board for consideration. Action by the Board of Education shall occur no later than at the next regular meeting following receipt of the ratified agreement by the Board of Education.
- A. Upon approval by the affirmative vote of the majority of the Board, the agreement shall become a part of the official minutes of the Board and be binding upon both parties. Said agreement shall be signed by the President of the Board of Education and the President of the recognized employee bargaining unit.

## ARTICLE V - IMPASSE

- 5.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, and the specified time limits (including mutually agreed to extensions) have lapsed, either of the parties may declare impasse. Impasse can be declared prior to the expiration of negotiating time limits, if both parties agree no further progress can be made. If impasse is declared, the following impasse procedures shall be utilized.
- 5.2 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached.
- 5.3 The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. Mediation shall begin on a date agreed to by the parties, in consultation with the mediator.
- 5.4 The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 5.5 The mediator has no authority to bind either party to any agreements.
- 5.6 If an agreement is reached, it will be finalized in accordance with the procedures in Section 4.9.
- 5.7 In an effort to reach an agreement, any costs or expenses authorized by either party will be borne by that party. The cost, if any, of a mediator shall be borne equally by the Board of Education and the employee bargaining unit.

## **ARTICLE VI – EMPLOYEE/ADMINISTRATOR ADVISORY COUNCIL (EAAC)**

- 6.1 It is agreed that either party may request in writing of the other party, an Employee/Administrator Advisory Council meeting. The purpose of this meeting is to discuss matters of mutual concerns directly related to the employment of bargaining unit employees. These meetings shall not be an appropriate forum for the resolution of formally filed grievance or for negotiating any changes in the current agreement. Meetings will be held at a time, place, and for a duration mutually agreed to by the parties. A meeting will be held monthly during the school year and once during the summer provided one or both of the parties request it.

## ARTICLE VII – GRIEVANCE PROCEDURE

- 7.1 Basic Objectives – The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly and in any event no later than seven (7) working days after the grievant knew, or should have known, of the occurrence being grieved.
- 7.2 Definitions – A grievance is defined as an alleged violation of a written provision(s) of this Agreement or any dispute with respect to the interpretation or application of these written provisions. A grievance may be filed by the Union or by an employee(s). The grieved employee(s) must sign the alleged grievance
- 7.3 Representation – The employee shall have the right to present his/her own appeal through Level One of the Grievance Procedure. Beginning with Level Two, the employee shall be represented by the Union Local President or Grievance Chairperson. The grievant may request the intervention of the OAPSE field representative beginning at Level Two. The Union shall be informed of any grievance settlement beginning at Level One and such settlement shall be consistent with the terms of the Agreement.
- 7.4 Informal Procedure – Any employee who has a grievance shall discuss it first with his/her department head, principal, or other immediate supervisor (whichever person is most appropriate in the particular circumstances) in an attempt to resolve the matter informally at that level. This informal meeting shall take place within seven (7) working days after the aggrieved knew, or should have known, of the conditions upon which the alleged grievance is based. If this deadline is not met, any right to submit the alleged grievance is forfeited.
- 7.5 Formal Procedures
- A. Level One – If, as a result of the informal procedure, the matter is not resolved to the satisfaction of the aggrieved person within five (5) work days, then within five (5) work days thereafter, he/she shall set forth the alleged grievance in writing, listing the article(s) in question, to the department head, principal, or other immediate supervisor with whom the grievance was discussed informally. The written statement of the employee shall specify the alleged grievance and the action requested. The department head, principal, or other immediate superior, shall communicate his/her decision to the employee in writing within five (5) work days of receipt of the written grievance.

- B. Level Two — If the aggrieved person is not satisfied with the response from Level One, or if no response is received within five (5) work days after the submission of the grievance, a copy of the grievance may be submitted to the next level, the Superintendent or his/her designee (hereinafter Superintendent). Appeal to Level Two must occur within five (5) work days of receipt of the response from Level One or the aggrieved person forfeits any right to submit the alleged grievance to Level Two. Further, if the aggrieved person is a member of the recognized employee organization, this appeal to Level Two must be accompanied with the organization recommendation to support or not support the appeal. The Superintendent, at the request of either party shall within five (5) work days after the receipt of the written appeal meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five (5) work days after the meeting, render his/her decision and the reasons therefore, in writing, with a copy to each of the following: the aggrieved person; where applicable, his/her representative; the principal, department head, or other immediate superior involved.
- C. Level Three — If the grievance has not been resolved at Level Two of this procedure, the grievant or Union may request, within fifteen (15) work days of the Level Two written response, the services of a mediator (FMCS). The superintendent or designee, the grievant, and the Union representative shall meet with the mediator at the earliest possible date.

If, for any reason, mediation does not occur within thirty (30) work days of the Superintendent / designee's receipt of the grievance, the Union may at any time after the thirty (30) working days, appeal the grievance, to Level Four of this procedure.

- D. Level Four — If the Union is not satisfied with the disposition at Level Three, the Local President and/or Grievance chairperson may, within fifteen (15) work days after the receipt of the written decision at Level Two, request that the grievance be referred to a disinterested third party for arbitration. The matter shall be referred to the Federal Mediation and Conciliation Services (FMCS) and an arbitrator shall be selected in accordance with FMCS procedures. The person so selected shall hold the necessary hearings and issue his/her findings in writing. The arbitrator shall base his/her decision on the application or interpretation of the terms of the Agreement and he/she is specifically prohibited from making any decision which is inconsistent with the terms of the Agreement or contrary to law. Moreover, he/she shall have no power to add to, subtract from, or modify the Agreement. The decision given by the arbitrator shall be final and binding on all parties. The cost for the services of the arbitrator shall be borne equally by both parties. The arbitrator shall name in his or her decision the losing party. Furthermore, the aggrieved employee, Grievance Chairperson and witnesses

shall not incur any loss of pay for attendance at arbitration hearing under this article.

7.6 Stipulations –

- A. The temporary absence of the grievant, department head, principal, other immediate supervisor, or Superintendent of Schools, shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional work days.
- B. Failure of the grievant or Union to comply with the time limitations set forth in this procedure shall void the aggrieved person's right of appeal, if any. Failure of an administrator to respond to a grievance in a timely fashion shall permit the grievant to appeal the grievance to the next level of the Grievance Procedure.
- C. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court recorder shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for an arbitration hearing shall not lose pay or benefits because of their attendance.

## **ARTICLE VIII — PROVISIONS CONTRARY TO LAW**

- 8.1 If any provision of the Agreement between the Board and the Association is found contrary to mandatory law, such provision or application shall not be deemed to be valid, but all other provisions or applications shall continue in full force and effect. Should a provision be found to be contrary to mandatory law, it would become void. The two parties should meet within thirty (30) calendar days to determine whether or not a replacement provision is needed. If they mutually agree to the need, a new provision would be negotiated.

## ARTICLE IX — PERSONNEL FILES AND EVALUATION

- 9.1 An effort should be made to evaluate each employee by the appropriate supervisor annually. Evaluations of an employee's performance to be placed in his/her permanent file shall be discussed with them by the evaluator. Any negative evaluation shall include recommendations for improvements. The employee shall sign the document and be given the opportunity of including a written response to it. The signing of the document does not necessarily mean the employee is in agreement with the evaluation. Should the employee refuse to sign the evaluation for any reason, this will be noted on the document by the evaluator and be included in the file.
- 9.2 A copy of all material to be included in an employee's file shall be furnished for the employee. Materials placed in the employee's file after initial employment shall be available in the central office where said employee may examine them. Such examinations will occur only after the Superintendent, or his/her designee, has removed any material placed in the file prior to the employee's initial hiring.
- 9.3 If an employee misplaces or loses his/her copies of materials which have been placed in the file, he/she may request another copy of such material and it shall be supplied at the employee's expense.
- 9.4 Any employee interested in discussing the relevancy of materials in his/her permanent file may request and shall be granted the opportunity to discuss questions of relevancy with the Superintendent or designee. Material mutually deemed irrelevant shall be removed from the file. If there is disagreement between the employee and the Superintendent, or designee, regarding the relevancy of material, the employee may insert in the file a statement of the reasons why he/she believes said material is irrelevant.
- 9.5 After a period of two (2) years from the date a written report of an incident, or written reprimand has been placed in an employee's file, and if there has been no further repetition of the alleged behavior, such employee may request to have this material removed from the file. The request must be made to the Superintendent or designee who made the evaluation, report, or reprimand in question, or the person's successor. This provision does not include child-related incidents.

If the employee wishes to appeal the decision of such person regarding removal of material, the employee may request and be granted the opportunity to discuss questions of relevancy with the Superintendent or designee. Material mutually deemed irrelevant shall be removed from the file. If there is disagreement regarding the relevancy of such materials, the employee may insert in the file a statement of the reasons why he/she believes said material is irrelevant.

- 9.6 Members of the bargaining unit who are in a supervisory capacity and have personnel under their supervision have a responsibility for aiding in the evaluation of those personnel. Supervisors will be expected to have input in the evaluation of job performance. However, the formal evaluation and any forms required in such evaluation shall be executed and signed by the person in charge of that particular group of employees or other appropriate administrator.

## ARTICLE X - ORGANIZATIONAL RIGHTS

- 10.1 The Association and its representatives shall have the right, after 3:30 p.m., to use school buildings, upon written request and approval from the building administrator, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms during hours that a custodian is regularly on duty. Said charge shall be the actual costs incurred by the Board.
- 10.2 In the event an OAPSE meeting is scheduled during the working hours of some employees (in accordance with the after 3:30 p.m. requirement), such employees shall request, and shall be granted, either: (1) time off without pay, or (2) permission to work later or earlier to make up the time missed. A list of employees who attended during working hours shall be provided to the appropriate supervisor for payroll purposes.
- 10.3 Duly authorized representatives of the association and their respective affiliates shall be permitted to transact official association business on school property outside of employee's scheduled working hours, after signing in with the appropriate administrator and stating the reasons for such visit. Should a duly authorized representative of the Association, after signing in with the appropriate administrator and stating the reason for such visit, need to transact business with an employee during that employee's working hours, such business can be transacted with the employee after a request is made to take time without pay or to work later or earlier to make up the time missed because of the transaction. The Union President or designee shall be allowed up to four (4) hours per month to transact union business. The time must be documented, approved by the appropriate supervisor, and submitted to the payroll department at the end of each pay period in which union released time was used.
- 10.4 The association shall have the right to post notice of its activities and matters of the association's concern, on bulletin boards designated by the building principal. The association may use employee's mailboxes for communications to its members and may make announcements of meetings with the prior approval from the principal.
- 10.5 Board agendas shall be sent to the president of the association at the same time they are sent to Board members. Copies of all approved Board minutes shall also be sent to the president of the association. During the summer, agendas and all approved Board minutes shall be sent through the United States mail to the Association President.

- 10.6 After finalization of this Agreement between the Association and the Board, a copy shall be issued to each member of the bargaining unit. The cost of the printing of this Agreement shall be shared by the Board and the Association. Additional copies shall be kept in the Central Office and provided to all new employees in the bargaining unit within thirty (30) calendar days of said employee's hire date without charge. Each employee in the bargaining unit shall be provided, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this contract.

## ARTICLE XI — PROBATIONARY PERIOD AND JOB POSTING

- 11.1 Newly hired regular employees and per diem employees shall serve a probationary period for not more than 90 working days from their initial date of employment. A probationary discharge from employment is the sole and unilateral discretion of the administration and shall not be subject to the grievance procedure.
- 11.2 After it has been determined that a vacancy or newly created position occurs, notice of the vacancy shall be posted within ten (10) working days. All bargaining unit vacancies or newly created positions shall be posted in each building, at the Bus Garage, and the Board office for a minimum period of five (5) working days. A position shall be considered vacant when an employee resigns, is discharged, or has been transferred to another position. Five (5) copies of the posting will be furnished to the OAPSE President. All postings shall include the position, tentative building assignment (if applicable), salary and number of hours of employment).
- 11.3 Any non-certificated employee of the Chagrin Falls Board of Education may apply for such position and will be awarded that position on the basis of seniority, performance, qualifications, and ability. The Superintendent shall determine the applicant's ability.
- 11.4 Applications will first be considered within the classification of the job vacancy.
- 11.5 A current employee awarded a vacant position or newly created position shall serve a probationary period of not less than five (5) working days and not more than sixty (60) working days. If his/her job performance is unsatisfactory, the employee shall be reassigned to his/her former position at the wage earned prior to the awarding of the vacant position.
- 11.6 After the close of a posting date, the vacancy shall be filled within 30 working days, if possible. If a position will not be filled within 30 working days, a Board representative shall advise the OAPSE president in writing of the reason the vacancy remains unfilled, and anticipated future Board action regarding the vacancy. When a vacant position is filled and approved by the Board the OAPSE President shall be notified via the official minutes.
- 11.7 A vacant position may be filled by a substitute for a period not to exceed sixty (60) working days unless an extension is mutually agreed upon by the parties; provided, however, that should the employee posting procedure fail to fill the vacant or newly created position, a substitute may continue in such position until it is filled from outside the bargaining unit.

- 11.8 Prior to March 1 of each school year, each employee shall be given a Position Preference form on which the employee may indicate any desired assignment change for which he/she is properly qualified. Such form shall be returned to the Superintendent by April 1, and shall be retained for consideration for a period of one year.
- 11.9 If there is a vacancy when paychecks are issued during a recess period, posting notices will be sent to employees who have notified the Treasurer, in writing, of their interest in a position.
- 11.10 Each month the Board will provide the association President with copies of the Board agenda and minutes reflecting all personnel matters upon which the Board has acted.

## ARTICLE XII — LAYOFF AND RECALL

- 12.1 Seniority shall be defined as uninterrupted length of continuous service. In the case of identical seniority, employees shall flip a coin in the presence of the Association President and the Superintendent to determine their respective order of seniority. The OASPE Local 485 President may request and shall be given a seniority list of all bargaining unit members. If it becomes necessary to reduce the number of employees in a job classification, due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff. Prior to a decision to abolish a position, the OAPSE President must be notified with justification of reasons for the abolishment.
- 12.2 The number of people affected by reduction of force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position, after notification of the OAPSE President.
- 12.3 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off, within the classification, according to seniority with the least senior employee being laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, computed from the latest date of hire. "Date of hire" is the first Board approved day of work. The following classifications shall be used for the purpose of defining classification seniority in the event of a lay off: Transportation, Secretary, Aide, Food Service, Maintenance/Custodial, and Grounds. Authorized leaves of absence and layoff do not constitute an interruption in continuous service; however, time spent on authorized leaves of absence and layoff shall not be counted towards years of seniority. In cases of identical seniority, employees shall, in the presence of the Association President and the Superintendent or his/her designee, flip a coin to determine his/her respective order of seniority.
- 12.4 The classifications to be used for the purpose of defining seniority in the event of lay off will be those listed in the salary schedules of the agreement.
- 12.5 The Board of Education shall determine in which classification any layoffs should occur and the number of employees to be laid off. In the classification of layoff, employees on limited contract shall be laid off before any employee in that classification employed under a continuing contract.
- 12.6 Any employee to be laid off shall be given advanced written notice of such layoff prior to the date of the board of education meeting at which said action is to take place. This notification shall include the effective date of such layoff.

- 12.7 A recall list of employees laid off shall be maintained and employees shall be re-employed in the reverse order of layoff. Reinstatement shall be made from this list prior to any new employees being hired within that classification. The Association President shall be notified when reinstatement occurs and the names of employees expecting re-employment. Notice of such re-employment shall be sent by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep the Board informed of his/her current address. If the employee fails to accept re-employment, in writing, within fifteen (15) calendar days from the date that said notification was delivered, the employee shall be considered to have declined the offer and shall be removed from the recall list.
- 12.8 Employees' names shall remain on the appropriate recall list for a period of two (2) years from the effective date of layoff. An employee recalled during this period shall retain all previous accumulated seniority. The "date of layoff" shall be the last scheduled work day for the employee.

### ARTICLE XIII — HOURS AND OVERTIME

- 13.1 An employee's number of regular hours per day/per week shall be specified in the employment contract that he/she signs when employed. The superintendent/designee retains the right to assign work schedules. The standard work week, for custodians only, will consist of five (5) consecutive, eight (8) hour days. An employee's regular hours per day/per week shall be specified in the employee contract/salary statement. Custodians will be assigned to work either 7:00 a.m. to 3:30 p.m., 3:30 p.m. to 11:30 p.m., or 11:30 p.m. to 7:30 a.m. The Board will notify employees of any changes to their schedules by August 15. Any changes thereafter shall be by mutual agreement. All employees are required to attend the Board approved professional days at the time at which they are scheduled.
- 13.2 All secretarial and clerical employees who work forty (40) hours per week when school is in session shall work thirty-five (35) hours per week when school is not in session.
- 13.3 Employees (excluding bus drivers) who are under contract to work six (6) or more hours per day shall have one scheduled meal period of 1/2 hour (unpaid, except as below) and two (2) rest breaks (paid) of fifteen (15) minutes each. Those employees working more than three (3) hours, but less than six (6) hours shall be entitled to one (1) fifteen (15) minute rest break.
- 13.4 Eight-hour night or second shift employees' hours of work shall include a meal period and breaks (1/2 hour paid meal period, two (2) fifteen (15) minute paid rest breaks).
- 13.5 Overtime — For the purpose of determining overtime pay, sick leave which does not occur on the scheduled day prior to or following the overtime event (a physician's excuse will be required when exceeding five (5) days accumulated sick leave per year), holidays shall be included in the calculation of the forty (40) hours per week. Any employee who is required by his/her building principal or supervisor to work in excess of the normal hours of employment shall be paid at the rate of time and one-half (1½) the employee's normal rate of pay for any time in excess of forty (40) hours per week (Sunday through Saturday). A written record of additional hours shall be made with a copy given to the employee.
- A. Any employee called in to work by an administrator or supervisor when he is not scheduled to work, or any employee called back to work after the

completion of his assignment and the employee has left school premises and must return, shall be compensated a minimum of two (2) hours at his appropriate rate of pay. A written record of such call-ins shall be made and given to the employee.

- B. If the employee elects to take compensatory time off for work done during a week in which he has worked more than forty (40) hours, the following guidelines shall be in effect:

An employee can accumulate no more than eight (8) hours of compensatory time off. No compensatory time off can be earned while working for outside organizations. Compensatory time off shall be accrued at the rate of time and one ½ (1½).

- C. All employees are guaranteed a minimum of two (2) hours at their appropriate rate of pay for each scheduled work period. An employee must work the entire two (2) hour period except in the case of an emergency call-in, as defined above.

- D. The superintendent/designee retains the right to assign extra hours to employees working less than 260 days. Other overtime shall be distributed as equally as is practical among the employees who request to be placed on the overtime list. This shall exclude the extra trip rotation list under Article XXVII, Transportation Provisions.

The Board will first seek an employee to perform the overtime or extra time in question before mandatory assignment to the work. Should assignment be necessary as a result of failing to secure an employee, the assignment will be to the least senior person in the classification affected unless that employee can prove a demonstrated hardship.

- E. Overtime/extra hours shall be distributed and rotated as equally as is practical among employees in the bargaining unit according to the following lists:

- a. within each building a separate list for each classification i.e.; custodians, secretaries, aides (by type of aide assignment), food service and maintenance.
- b. a separate list for each classification district-wide. For this purpose, maintenance and custodial shall each have a separate list.
- c. Employees in the bargaining unit may place their names on a

list if they desire summer work by the deadline established by the Board for such list. Summer work shall be considered non-bargaining unit work and shall be performed at the rates for casual employees, rather than the regular bargaining unit rate for such employee.

- d. Overtime assignments should not conflict with regularly scheduled work assignments unless approved by supervisor.

At the beginning of the school year, the names of persons interested in taking overtime/extra hours shall be placed on the appropriate lists [as noted in 13.5 E (a,b,c)]. As work becomes available, the time shall first be offered to those employees on the list for the building in which the activity originates [13.5 E(a)]. If no one in that building accepts the hours to work, the time shall then be offered to employees on the next list [13.5 E(b)]. Overtime/extra hours shall not be given to a substitute unless no qualified employee accepts the hours. Overtime may be assigned to a regular employee if no substitute is available, unless said regular employee can demonstrate a hardship.

Should an employee refuse the hours of work for any reason, he/she will not have another opportunity to work overtime/extra hours until the next complete rotation of the list. If the supervisor or administrator is unable to contact the employee affected, he/she may proceed to the next employee on the list. Any employee may request to be placed on the list(s) during the year.

- F. Overtime lists shall be kept and posted in plain view by each building, except as provided herein. Within each building, separate lists shall be maintained for custodians, secretaries, aides (by type of aide assignment) and food service personnel. In the 7-12 campus, a single list shall be kept for all custodians and separate lists shall be kept for middle and high school secretaries, aides and food service personnel. A combined food service list shall be kept for all functions utilizing the community room and kitchen. If the supervisor or administrator in charge is unable to fill an overtime assignment from the list, employees shall be assigned to the overtime duty by such supervisor or administrator.

#### ARTICLE XIV — EMPLOYEE EXPENSES AND MATERIALS

- 14.1 The Board of Education shall furnish employees in the following classifications with work uniforms: Food Service, Custodial and Maintenance Workers. Cleaning is the employee's responsibility. Uniforms remain the property of the Board of Education and will be returned when employment terminates. A uniform shall include a shirt and pants or skirt. The Board will purchase up to six (6) pieces of clothing per year or up to a value of \$250.00, whichever is less. Employees shall be responsible for the purchase of their own footwear.
- 14.2 The bus mechanic(s) will receive a uniform service in lieu of receiving uniforms. The Board will supply a uniform service of six (6) sets of uniforms.
- 14.3 All employees provided uniforms shall wear the uniforms during work hours. The uniforms shall not be worn otherwise, except to and from work.
- 14.4 The Board of Education agrees to provide the cost of any medical examination required by the Board as a condition of employment or continued employment, including but not limited to, the provisions outlined in Chapter 33 of the Ohio Revised Code. The Board shall determine the facility to be used for physical examinations.
- 14.5 Should the employment duties, in the opinion of the Board of Education, require the use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear.
- 14.6 The Board will pay employees who use their private vehicles on authorized school business, or whose regular work stations include more than one location, at the current IRS mileage rate. The IRS rate shall be changed effective upon receipt of notice from the IRS of a change in the IRS mileage rate.

## ARTICLE XV — SICK LEAVE

- 15.1 Each bargaining unit member shall be entitled to fifteen (15) days of sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-quarter (1-1/4) days per month. An employee may take sick leave based on the number of daily contracted hours, up to eight (8) hours, in minimum increments of 1/4 day of sick leave, prorated for employees who do not work an eight hour day. Sick leave must be taken in increments which are evenly dividable.
- 15.2 Sick leave may be used for absence due to: (a) personal illness, injury, or pregnancy; (b) exposure to contagious disease which could be communicated to others; (c) illness, injury or death in the employee's immediate family. For purposes of illness or injury, the immediate family is interpreted to include father, mother, spouse, child or member of the immediate household standing in the same relationships as any of these. For purposes of death, immediate family is interpreted to include parent, parent-in-law, son, daughter, daughter-in-law, son-in-law, grandparent, brother, sister, spouse, brother-in-law, sister-in-law, aunt, uncle, or member of the immediate household standing in the same relationship of any of these.
- 15.3 After ten (10) days of accumulated absence covered under sick leave in a contract year, an employee may be asked to provide a doctor's excuse for additional absences. After 3 consecutive days of absence covered under sick leave, an employee will be required to submit a physician's statement. Any abuse of sick leave, including patterned use of sick time, shall be just and sufficient cause for disciplinary action, which may include dismissal.
- 15.4 In the event of absence due to illness or death in the immediate family, absence with pay shall be limited to five (5) days unless extenuating circumstances require more, in which case the employee shall request additional days. Employees with an attending physician's statement indicating inability to complete their regular job functions shall take leave until the attending physician indicates the employee is able to complete their regular job functions.
- 15.5 Sick leave may accumulate up to a total of two hundred seventy-six (276) days, provided, however, that if at any time during the term of this contract the Board agrees to a greater sick leave accumulation for any other bargaining unit in the District, this provision shall be deemed amended to provide for accumulation of the greater number of days provided to any other bargaining unit.
- 15.6 A newly employed staff member may transfer to the Chagrin Falls Schools accumulated sick leave from SERS, PERS, and/or STRS affiliated employers. Proper verification must be presented from the employee's previous public employer (SERS, PERS, and/or STRS affiliated) before credit shall be given.

- 15.7 Evidence indicating to the Board of Education that leave, with pay, privilege has been abused may be considered just cause for disciplinary action.
- 15.8 New employees without accumulated sick leave shall be advanced five (5) days at the time of their initial contract. Additional sick leave shall not accrue beyond five (5) days until the fifth month of the contract.

## ARTICLE XVI — PERSONAL LEAVE

- 16.1 Personal Leave — The purpose of personal leave is to relieve employees of financial hardship in situations over which they have no control. Personal leave means an activity that requires the employee's presence elsewhere during his/her regular working hours and is of such a nature that it cannot be attended to at any other time.
- 16.2 Employees are eligible for three (3) days of personal leave per year. At the discretion of the Superintendent, additional days of personal leave may be granted; the Superintendent shall have the discretion of whether the additional days are paid or unpaid leave. Personal leave days shall not be deducted from the employee's sick days.
- 16.3 Unused personal leave days will not be accumulated from year to year except for severance pay purposes. (See Article XXV).
- 16.4 For emergency situations in which prior approval cannot be obtained, the employee will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon return to work.
- 16.5 Applications for personal leave to extend holidays or recesses, to provide vacations, for recreation, for social or fraternal functions, or to engage in or seek other employment or to attend business trips with spouse, or similar reasons which are essentially recreational in nature shall not be approved.
- 16.6 Personal leave may be used to attend to legal matters requiring the employee's attendance which cannot be scheduled outside of the regular working day, for observance of a religious obligation which can only be met during working hours, for funeral attendance not covered under existing sick leave policy, for attendance at the employees' college graduation ceremonies, or those of a spouse, sibling, parent, child, or grandchild, or to attend to damage or imminent threat of damage to house or dwelling or personal property of employee by fire, flood, or like calamity.
- A. If personal leave is required for reasons other than those specified in this section, the building principal or immediate supervisor shall review the reason given on each application to determine whether the employee's presence elsewhere during regular working hours is a result of a situation over which the employee has no control and cannot reasonably be attended to at other than regular working hours. If the employee's presence elsewhere is a result of a situation over which the employee has no control and cannot reasonably be attended to at other than regular working hours, the supervisor may approve the leave. Reasonable consideration will be given to alternate shift employees and their request to use personal leave will not be unreasonably denied because the situation causing the

demand for personal leave does not immediately conflict with their regular hours of work.

- 16.7 No personal leave may be used without at least twenty-four (24) hours advance notice to the employee's immediate Principal or Supervisor, except in emergency situations.
- 16.8 Evidence indicating to the Board of Education that leave with pay privileges has been abused may be considered just cause for disciplinary action.

## ARTICLE XVII — LEAVE OF ABSENCE

- 17.1 Upon return from a Board-authorized leave of absence, the employee shall be returned to the same classification and similar position held prior to the leave. Seniority is not interrupted by a Board-approved leave of absence; however, credit is not earned on the salary schedule, for years of experience relating to seniority, for vacation purposes, or for any other benefit due an employee who is on duty. [For purposes of credit earned on the salary schedule, years of experience relating to seniority, vacation (if applicable), or any other benefit due an employee who is on duty, an employee who is on a long-term leave of absence or returns from a long-term leave of absence must have worked and/or will work a minimum of one hundred twenty (120) days in a contract year.]

When it is known that an employee will be absent from his/her position for more than 60 working days his/her position shall be posted for bid as a temporary vacancy. The employee awarded the temporary position shall hold that position until the absent employee returns to work, at which time the persons occupying a temporary position will return to their previously held position. The employee awarded the temporary position shall be paid at level zero of the temporary position. In the event that the absent employee severs his/her employment with the District the temporary position shall be reposted as a permanent vacancy. This eliminates posting for short-term absences.

- 17.2 Any person employed as a replacement for a person on leave shall be informed at the time of employment that he/she is a replacement and may be laid off, without recall rights, upon the employee's return from leave.

### 17.3 Unpaid Medical Leave of Absence

- A. An employee shall be granted a leave of absence, without pay, for a period not to exceed one (1) year because of personal illness or injury supported by medical evidence. If the illness or injury continues beyond one (1) year, the Board, upon request of the employee, may grant an additional one (1) year leave. Upon the intended return of the employee, the employee shall supply the Board with an attending physician's statement indicating the employee's ability to return to full duties. Such statement shall be submitted to the superintendent's office as soon as it is available. The employee shall then return to the job in twenty (20) working days or less (as determined by the superintendent).
- B. Employees on approved unpaid medical leaves of absence may maintain their hospitalization, dental insurance coverage, and other coverages by paying the Treasurer in advance monthly, the full cost of the premium, including the share normally paid by the Board.

17.4 Family and Medical Leave (12-week leave)

- A. The Board of Education shall comply with the requirements of the Family and Medical Leave Act of 1993 and applicable regulations. It is understood and agreed that the Act shall not diminish the obligation of the Board of Education to comply with the provisions of this agreement which may provide greater leave rights and benefits than the Act, nor shall this agreement diminish any right under the Act.
- B. Sick leave may be used for periods before and after pregnancy for medical reasons (as indicated by the attending physician). If sick leave is exhausted, an unpaid medical leave may be requested.
- C. In addition, after the birth of the child and recovery of the mother (as verified by the attending physician), an unpaid maternity/child care leave of up to one year may be requested.
- D. Application for an unpaid maternity/child care leave shall be made in as far in advance as possible, but no later than three weeks after the birth of the child. The effective date will be the date of medical release by the attending physician. The employee's intended date of return shall be listed in the application. If the employee does not report to work on the established date of return, said employee will be deemed to have resigned his/her position.

17.5 Jury Duty

- A. An employee called for jury duty shall be granted a leave of absence for the period of jury service and will be compensated for the difference between his/her regular pay and jury pay for the work absences necessarily caused by the jury duty. To be eligible for jury duty pay, the employee shall turn into the Board a jury pay voucher showing the period of jury service and the amount of jury duty pay received.

## 17.6 Short Term Leave

- A. The Board may grant short-term leave of absence for duties or situations which would cause the bargaining unit member to be absent, and such duties or situation are beyond the control of the employee.
- B. Short-term unpaid leave requests of up to five days over a three-year period may be granted by the Superintendent. Additional days, if requested, may be recommended by the Superintendent and acted upon by the Board. Short-term unpaid leaves are reserved for situations which are beyond the control of the employee and under circumstances for which suitable substitutes may be found. Employees must request such leaves as far in advance as possible in order to ensure that there is sufficient time for the Superintendent to assess the case individually and the Board to act (in cases beyond five days within a 3 year period).

17.7 Insurance during period of approved leave: Coverage at the amounts and rates under insurance in this agreement shall continue uninterrupted for persons on pre-approved, short-term leaves of absence.

## 17.8 Assault Leave

- A. An employee who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment and occurs either during school hours or while in attendance at a school-related function, shall receive assault leave. Assault is defined as the intentional, knowing, or reckless causation of physical harm to the employee by another person, including injuries suffered by the employee during the course or as a result of an assault as defined herein upon third person(s). The phrase "during school hours" shall include time spent on school premises (or other assigned work site) where the employee is performing job related duties, tasks prescribed by his/her supervisor in the course of Board employment, even if the activity occurs before or after the school hours during which student attendance is scheduled. The employee shall not suffer the loss of salary, sick leave, or any other emoluments. Assault leave shall be limited to a maximum of twelve (12) months duration from the date upon which the assault occurred.
- B. In the case of injury or visible disfigurement which causes embarrassment to the employee, assault leave shall be limited to five (5) work days. If the leave exceeds five (5) work days, the Board may require a certificate from a licensed physician.

- C. The employee shall not qualify for assault leave except upon submission of an application, justifying the granting of assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.
- D. Payment of assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault, less any compensation to which the employee is entitled under the Workers' Compensation Act of Ohio.
- E. An employee who has been physically assaulted in connection with the performance of a work assignment of this Board of Education shall notify the immediate supervisor or other administrator. The employee shall be apprised of his/her right to confer with a representative of the employee's choice prior to the submission of any report. The employee shall file a written report, and the report shall be signed by the employee and/or his/her representative.
- F. Assault leave shall cease with the date of expiration of the employee's last limited contract or the effective date of termination in the event of non-renewal or termination of the employee's contract for any other reason.

## **ARTICLE XVIII – OAPSE LEAVE**

- 18.1 The Board of Education will permit the OAPSE President or his/her alternate and one other designated representative of Local 485, a leave of up to three (3) days to attend the Annual OAPSE State or National conference, without loss of salary.
  
- 18.2 The Board will permit employees to attend OAPSE workshops held on NEOEA Day and to be paid for this day providing: (1) the employee signs in at the meeting; and (2) OAPSE keeps a record of those who have attended the meeting and turns said record into the Treasurer's office on the next scheduled work day; and (3) at least one custodian per building remains in the district.

## ARTICLE XIX – CALAMITY DAYS

- 19.1 All employees contracted to work 259 days or less shall be paid their regular rate of pay for all days or part of five (5) days when the District is closed owing to an epidemic or other public calamity. This includes snow days when all schools in the District are closed. Days in excess of five in which the District is closed due to weather or other public calamity, will be considered regular work days. Beyond the fifth (5<sup>th</sup>) calamity day in any given school year, all insurances will be continued but no compensation will be paid on calamity days unless the employee is called into work. Employees will be compensated in full for all time worked on the required make-up days.
- 19.2 Any employee contracted to work 259 days or less who is required by his/her immediate supervisor to work on a District calamity or snow day, shall be paid at his/her regular rate of pay for the day, plus his/her regular rate of pay for all call-in hours worked. An employee must work a minimum of two hours to be paid for call-in hours on calamity days.
- 19.3 Any employee contracted to work 259 days whose building is closed due to a building calamity on a day when the District is otherwise open may be required to report to work at another location in the District provided that all employees in the building are subject to the same work requirements, and shall be paid his/her regular rate of pay for such work.
- 19.4 All two-hundred and sixty (260) day employees shall work their scheduled shifts during calamity days at their regular rate of pay unless directed otherwise by the district Business Manager. All time shall be counted toward the 40 hour work week.

## ARTICLE XX — JOB DESCRIPTIONS

- 20.1 The Association shall be furnished with a current copy of the job description of each classification covered under the terms of this agreement.
- 20.2 Whenever the Board of Education updates or alters policies or job descriptions, the OAPSE President, or representative, shall be notified of such changes and the effective date of such changes. The OAPSE President or his representative will have opportunity for input relating to job description revisions prior to their being recommended to the Board. When revised, titles of job descriptions shall coincide with job classifications in the salary schedule of this Agreement. The employees affected will be notified within thirty (30) days of any job description changes.
- 20.3 It shall be the responsibility of department heads and/or the direct supervisor to explain to new employees their duties and what is expected of them.

**ARTICLE XXI — POLICY BOOK**

- 21.1 The President of the Association shall be provided with a policy book of the Chagrin Falls Exempted Village Schools Board of Education, and any and all revisions of new or revised policies.

## ARTICLE XXII — WORKERS' COMPENSATION

- 22.1 All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising from their employment.
- 22.2 An injury incurred while performing assigned duties shall be reported to the injured employee's supervisor or building principal and an accident report shall be filed with the Treasurer's Office within 24 hours. If medical attention is required, it must be obtained immediately when the accident occurs or when the report is filed. The Ohio Workers' Comp Identification Card must be presented to the physician's office when medical attention is received.
- 22.3 The employee shall have the freedom of choice to use his/her sick leave which has been accrued or to apply for total compensation benefits from the Bureau of Workers' Compensation. If the employee chooses to use sick leave, he/she may then revert to Workers' Compensation benefits. Employees may repurchase all sick leave used during any worker's compensation claim for the actual cost incurred by the Board. A request to repurchase sick leave shall be made within thirty days of the date the employee returns to work.

**ARTICLE XXIII — HOLIDAYS**

- 23.1 Regular employees hired for less than the entire contract year will be compensated for the holidays that fall within their contractual period.
- 23.2 Employees shall receive the following paid holidays:

Employees Contracted To Work 240 Days Or More

Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July

Employees Contracted To Work 239 Days Or Less

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

23.3 If school is in session and any holiday falls on a Saturday, the preceding Friday shall be a day off, and if any holiday falls on a Sunday, the following Monday will be considered a day off.

A. If school is not in session and any holidays fall on a weekend, the Union President and Superintendent/Designee shall meet to mutually determine the date of the day off.

23.4 In order to receive pay for any holiday, the employee must have worked the regularly scheduled work day preceding and following the holiday, unless the employee has been previously excused. Use of sick leave surrounding a holiday will require an employee to submit a physician's statement to secure payment for the holiday.

## ARTICLE XXIV — VACATIONS

- 24.1 Secretarial, custodial, maintenance and mechanic personnel who are under contract to work in a single classification for 240 or more days are eligible for vacation pay. All vacation period requests shall be submitted at least ten (10) working days before the start of the requested period unless a shorter period is agreed to by the employee's supervisor.
- 24.2 Vacation period requests are subject to approval by the building principal or immediate supervisor, whichever is applicable.
- 24.3 Employees who have completed one (1) through nine (9) years of service in the district will earn two weeks of vacation time each year, excluding legal holidays.
- 24.4 Employees who have completed twelve months of service earn two weeks of vacation each year, which can be taken at a rate which does not exceed the total number of days accrued, excluding legal holidays. It is the employee's responsibility to check to ensure they have accrued vacation time prior to requesting vacation. Taking vacation in excess of accrued vacation time will result in the employee's pay being docked.
- 24.5 Two Hundred Forty (240) day employees shall be entitled to be paid vacations as follows, in accordance with ORC 009.44:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
<i>1 through 9 years</i>	<i>2 weeks</i>
<i>10 through 14 years</i>	<i>3 weeks</i>
<i>15 years or more</i>	<i>4 weeks</i>

*\*\*Michael Kanyok, Jr. shall be grandfathered in at 25 vacation days per year.*

- 24.6 Vacation should be taken in the year that it is earned. No more than five days of vacation can be carried over into the next contract year.
- 24.7 Vacation Carry-over. If an employee suffers a major illness or injury that prevents the taking of vacation during the year it is earned, the employee may request the vacation be carried over. The employee's immediate supervisor will make a determination based on the illness or injury that prevented the employee from taking vacation.

- 24.8 Vacation Pay Upon Separation - Upon separation from employment, a non-teaching school employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.
- 24.9 Any 240 day contracted employee who as of July 1, 2010, qualifies for five (5) weeks vacation shall not be reduced vacation days.

## ARTICLE XXV — SEVERANCE PAY

- 25.1 Upon retirement, employed personnel of the Chagrin Falls Exempted Village School District shall be entitled to reimbursement for one-fourth (1/4) of their unused accumulated sick leave up to a maximum of two-hundred seventy six (276) and for one-fourth (1/4) of their unused accumulated personal leave days at the per diem rate of pay at the time of retirement provided, however, that if at any time during the term of this contract the Board agrees to a greater sick leave reimbursement for any other bargaining unit in the District, this provision shall be deemed amended to provide for reimbursement of the greater number of days provided to any other bargaining unit. The retiree's accumulated and unused (1) sick leave includes all sick leave (as defined in Article XV, 15.1 and 15.5) standing to the retiree's credit regardless of where earned and (2) personal leave standing to the employee's credit if earned while employed with Chagrin Falls.
- 25.2 Upon the death of the employee while on the payroll of the Board, the Board shall pay to the employee's spouse or beneficiary, or estate if no spouse or beneficiary is specified, all earned but unpaid time, accumulated vacation, personal leave, compensatory time, which shall be converted to cash, and all accumulated but unused sick leave.

## ARTICLE XXVI — INSURANCE

26.1 All regularly employed full-and part-time employees shall be eligible for insurance benefits as described in this Article. Coverage shall be either single or family coverage (two rates) for hospitalization/major medical insurance, and prescription drug insurance, at the option of the employee. Dental coverage shall be either single or family coverage with a composite rate (same rate) regardless of coverage.

26.2 A. Premium

The Board shares of premium payments for part-time employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours for a one hundred and eighty (180) day contract shall be prorated according to procedures currently in affect. The OAPSE President shall be given a copy of this procedure.

Hospital/Major Medical Insurance: Effective July 1, 2011 through June 30, 2014, the Board shall guarantee the hospital/major medical premium for family hospital, surgical, major medical, and prescription drug coverage (formulary plan). The Board shall pay 85% of the Family and single premium and the employee share shall be 15%. The Board's share of premium payment for part-time employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours for a one hundred and eighty (180) day contract shall be prorated based on FTE, using procedures currently in place. All employee premium contributions may be made through a flexible spending account in accordance with IRS Section 125.

Prescription Drug: Premiums for prescription drug insurance shall be either single or family (two rates) and shall use the same procedures as hospital/major medical in determining the Board and employee share of the premium payment. The Board's share of premium payment for part-time employees shall be prorated based on FTE for employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours for a one hundred and eighty (180) day contract. The Board shall pay 85% of the family and single premium. The prescription drug co-payment will be a maximum of ten dollars (\$10.00) per generic prescription; twenty-five dollars (\$25.00) per brand name prescription; and forty-five dollars (\$45.00) for prescriptions not on the formulary list (non-preferred drugs).

Dental Insurance: The Board shall pay 80% of the composite premium with the employees paying the remaining 20%. The Board's share of premium payment for part-time employees shall be prorated based on FTE for employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours for a one hundred and eighty (180) day contract.

Term Life Insurance: The Board shall pay 100% of the premium for term life insurance for employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours for a one hundred and eighty (180) day contract.

B. Coverage

**Accept 7EF with NO LIFE TIME LIMIT (Appendix A)**

Hospital/Major Medical: The Plan shall be managed care with different amounts of coverage for in-network and out-of-network services. In-Network services shall be subject to two hundred fifty (\$250) single and five hundred (\$500) family deductibles. Out-of-Network services shall be subject to five hundred (\$500) single and one thousand (\$1000) family deductibles. Out-of-network services shall have a twenty percent (20%) employee co-insurance with maximum actual co-payment limits of three thousand dollars (\$3000) single and six thousand dollars (\$6000) family per contract year. In-network services shall have a fifteen-dollar (\$15) employee co-pay for services approved in the Plan and \$250 per admission for inpatient hospital services, skilled nursing services and inpatient rehabilitation facility services. Levels and types of services covered are as negotiated and illustrated in the benefits booklet.

Dental: Levels and types of covered services are as negotiated and illustrated in the benefits booklet.

26.3 Term Life Insurance: The Board of Education will pay the premium of a term life insurance policy in the amount of \$30,000, with \$30,000 accidental death and dismemberment. This coverage shall apply to all employees under regular contract for employees regularly scheduled to work at least twenty (20) hours on a one hundred and eighty (180) day contract.

26.4 Insurance Cost Containment Committee: A joint committee of OAPSE, CFEA and administration will serve as Insurance Cost Containment Committee, consisting of an equal number of members of OAPSE, CFEA and administration. The senior member of the administration shall serve as chairperson.

A. It shall be the function of this Committee to review the insurance program currently in existence in the District, with a view to curbing health care costs through employee education, providing review and recommendation or other control measures, providing that any change in plan specifications must be made through negotiation and agreement of the parties to this Agreement. The Committee shall be provided with all relevant documentation and shall be authorized to require the carriers to furnish data and required reports concerning cost trends and funding levels. Upon the request of the claimant

the Committee will also review claim and premium date and trends and will receive information concerning the nature of any disputed claims and the outcome of the dispute. This information shall be reported regularly to the membership.

B. The Committee shall be assembled at the call of the Chair on an ongoing basis for the purpose of maintaining an overview of the insurance program.

26.5 Medical Benefits Waiver (Opt-Out Program)

A. An employee may waive medical (including dental) benefit coverage for the entire school year and receive a waiver payment. An employee's eligibility for the waiver is based upon contracted hours, with payment amounts prorated based on percentage of full-time. The number of members requesting waivers shall determine the amount paid as follows:

0 - 30 Waivers	\$1000.00
----------------	-----------

31+ Waivers	\$2000.00
-------------	-----------

B. New employees hired during the school year are eligible to participate at a prorated annual payment.

C. The waiver payment shall be paid in July (a separate payroll check) following the waiver year.

D. The form must be completed and returned to the Treasurer's Office by September 16 to be eligible for participation. The Medical Benefits Waiver Form will be Appendix B.

26.6 Wellness Testing: Testing for cholesterol, blood pressure, mammography, and prostate testing will be arranged on-site each school year. The cost of the test shall be shared equally between the Board and the employee being tested.

## ARTICLE XXVII — TRANSPORTATION

- 27.1 Drivers – Only properly licensed school bus drivers shall drive students on Board owned vehicles for any school sponsored activities, when the total number of students transported is more than seven. When a vacant transportation position, excluding mechanics, is filled, an applicant holding an Ohio CDL with Bus Endorsement must be hired if available. If there is no such applicant available, a certified van driver may be hired, but the employee must obtain an Ohio CDL with Bus Endorsement within one (1) year from date accepted by the Board of Education.
- 27.2 Student Roster — Drivers shall be given a roster of students on their regular runs, with their addresses, birth dates and telephone numbers, and medical information if proper releases are obtained, as soon as such information is available.
- 27.3 For driving field trips and athletic trips, school bus drivers shall be paid at their rate on the salary schedule. The mail courier shall be paid at 90% of the beginning driver's rate on the salary schedule.
- 27.4 Extra Trip Rotation — The bus supervisor will post in the bus garage a chart denoting date and refusals for athletic and field trips. At the beginning of the school year only regular contracted bus drivers with regular runs who are interested in driving extra trips will be placed on the rotation trip list, according to seniority. As the extra trip opportunities become available during the year, they will be offered to the drivers on the rotation trip list in the order in which they appear. Drivers will have 48 hours from the time that the trip is offered to either accept or reject the trip. Should a driver for any reason not be able to take their assignment, they will not have another opportunity until their name comes up in the next rotation. If the transportation supervisor is unable to contact the driver due for an assignment, the supervisor shall then proceed to the next person on the list. When parochial, private schools, kindergarten, special education, or vocational runs are canceled for a day(s), not permanently, extra trips will first be offered to those affected drivers before the drivers on the rotation trip list. The hours offered shall be equal to or greater than those hours that were canceled. This procedure will not affect the position of rotation of those drivers on the rotation trip list. Drivers must have at least forty-eight (48) hours notice of a trip or they are not to be charged for a rejection. If there are no extra trip hours available two (2) weeks after the runs were canceled, the transportation supervisor will authorize the driver to be paid their contracted hours lost at their regular rate of pay. Separate lists of charged and noncharged extra hour trips will be posted at the bus garage at the end of each month. Switching or trading extra hours trips will not be permitted without the permission of the Transportation Supervisor. Drivers forgetting their athletic or field trip assignment shall be skipped over on the trip list for the next trip.

- 27.5 Should any extra trip scheduled for a regular driver be canceled, the driver should be contacted and advised of the cancellation. If the cancellation occurs at a time too late to contact the driver prior to his/her leaving for the bus trip, or is canceled after the employee reports to the bus garage, provided the trip doesn't abut the driver's regular run, the driver shall be reimbursed for two (2) hours at the appropriate rate of pay for the assignment.
- 27.6 The Board shall pay for all abstracts required beyond the basic school bus driver license.
- 27.7 Each driver will be paid a minimum of two (2) hours at the driver's regular rate for each driving period: A.M. and/or P.M., Kindergarten, Field Trip and Athletic trips, except when such trips abut onto the beginning or end of another trip.
- A. Procedures in 27.7 B and 27.7 C shall supersede any other provisions of the agreement pertaining to the assignment of work, including but not limited to Article XI, relating to posting, and Article XIII relating to the August 15 deadline for notice of schedule.
- B. Annually, drivers with two (2) or four (4) hour continuing contracts will be assigned routes at the discretion of the transportation supervisor. Routes are not vacant positions subject to posting requirements. *When a route is open due to separation of employment, a contracted driver may request the open route. The assignment to the open route will be made by the transportation supervisor based on qualifications, availability, and seniority.*
- C. As-needed routes, additional time, and kindergarten routes are not vacant positions subject to posting requirements, but shall be assigned at the discretion of the transportation supervisor, *with consideration of qualifications, availability, and seniority.* All as-needed routes, additional time, and kindergarten routes shall be treated as limited as-needed contracts, which automatically non-renew at the end of the school year and are subject to approval of the Board of Education.
- 27.8 For extra time (overtime and trip) purposes, a starting time for each period will be determined at the beginning of the school year.\* Every effort will be made to keep these starting times the same. Extra time will begin and/or end at these predetermined times.

\*Subject to modification

- 27.9 Summer Field Trips: A sign-up sheet shall be made available for regularly contracted bus drivers who elect to sign up for summer trips. Drivers that are on the list shall be called according to the trip rotation system used throughout the school year.
- 27.10 Attendance is required at orientation/safety training session for a minimum of four (4) hours per year (*OAC 3301-83-10*) for which drivers will be paid at their regular hourly rate.
- 27.11 As any regular or kindergarten run becomes available, it shall be posted.
- 27.12 The Ohio Pupil Transportation Operation and Safety Rules shall be followed by the administration and driver.
- 27.13 Overnight Trips with School Vehicles
- A. Drivers will be paid at the usual and proper regular or overtime rate for those hours for which he or she and the vehicle are on call and demand. These hours would normally include regular hours (8 hour day) or the last call of the drive, whichever is greater.
  - B. The driver shall not be responsible for lodging and meal expenses. Lodging, meals and other trip related expenses shall be the responsibility of the Board of Education and such expenses shall be provided at the time they are incurred by the driver. The driver is to be lodged at the same establishment as the group of students he/she is transporting. The driver shall not stay in the same room as any of the students, coaches or chaperones.
- 27.14 Contract drivers are responsible for sweeping floors of bus, dusting dash and railings, fueling, and making daily safety checks of their assigned bus, including confirmation that the bus was empty of any children.
- 27.15 When the trip list has been exhausted due to general refusal or lack of contract personnel, the trip shall be offered to substitute drivers. Should no one take the trip, it will be assigned to the least senior driver or a substitute.
- 27.16 All contracted drivers shall be paid four (4) hours at their hourly rate of pay for doing route schedules. All drivers are required to complete route schedules and test drive their route on a day specified by the supervisor two (2) weeks prior to the start of the school year. These route schedules then must be turned in by the second (2<sup>nd</sup>) week of school and approved by the Transportation Supervisor in order to be paid.

## ARTICLE XXVIII — JOB CLASSIFICATION AND POSITIONS

- 28.1 Job classifications and positions listed below appear in the salary schedules which are a part of this agreement. Hourly rates are calculated for bus drivers, food service personnel, aides, clerks, secretaries, custodial/maintenance and the bus mechanic.

### TRANSPORTATION

Bus Drivers and Courier  
Bus Mechanics  
Bus Aides

### FOOD SERVICE PERSONNEL

Cooks  
Helpers

AIDES - Library, Special Education and Educational

*Aides directly assigned to special education students who require diapering and/or toiletry assistance will receive an additional \$.35/hour.*

### SECRETARIAL

Grade 1 - Clerks

Grade 2 -

Grade 3 - Middle School Principal's Secretary - 215 Days  
.5 Technology/Community Education Secretary-210 Days  
Intermediate School Principal's Secretary - 215 Days  
Gurney School Principal's Secretary -215 Days  
High School Athletic/Student Activity Secretary – 200 Days  
High School Assistant Principal's Sec. – 200 Days  
.5 Middle School Secretary – 210 Days  
.5 Gurney Secretary – 210 Days  
.5 Transportation Secretary – 215 Days

Grade 4 - High School Principal's Secretary - 239 Days  
Guidance/Registrar Secretary\*\* - 239 Days

*\*\*Janis Hancock shall be grandfathered in at 250 Days*

CUSTODIAL/MAINTENANCE\*

- Grade 1 - Day Custodian
- Grade 2 - Night Custodian; Grounds Worker
- Grade 3 - 7-12 Campus Coordinator
- Grade 4 - Head Gurney School Custodian  
Head Intermediate School Custodian  
District Grounds Coordinator
- Grade 5 - Maintenance  
District Night Coordinator
- Grade 6 - 7 – 12 Head Custodian

\*A full-time or 260 day contract actually represents the employee working 260, 261, or 262 days of service, depending upon the year.

- 28.2 Any movement of personnel from one grade to another on the salary schedule is an administrative decision made by the superintendent, upon the recommendation of the principal, administrator, or department head who immediately supervises the particular person and position and will not reduce the number of regular hours worked.
- 28.3 Interest in a temporary long-term reassignment should be made known to the Superintendent and Supervisor/Principal in writing by means of a Position Preference Form. Decisions concerning the use of a regular employee, substitute, or other supervisory help will be made by the Superintendent (with assistance from the Supervisor and Principal) based on overall district needs.
- 28.4 In cases where an employee is temporarily reassigned to a higher grade within a classification for one full pay period of consecutive days and takes on such responsibilities of that position as set forth in the job description, such employee shall then be eligible for the higher rate of pay and will receive a one-time salary adjustment payment for the pay period worked at the higher grade.
- 28.5 In cases where an employee is reassigned, such employee shall be paid in accordance with the salary schedule for the reassigned position.

## ARTICLE XXIX — EMPLOYEE DEVELOPMENT FUND

- 29.1 The Board shall annually establish an Employee Development Fund to reimburse employees for those expenses incurred while attending workshops or seminars approved by the Superintendent/designate. The Board may offer up to eight (8) hours of professional development per year for employees covered by this Agreement. Such development days shall be scheduled at the discretion of the supervisor. Attendance at said development days shall be voluntary and paid at the employee's regular rate of pay.
- 29.2 CDL Examinations should be scheduled on off-duty hours. In circumstances where CDL examinations must be scheduled during work hours, employees must have administrative approval.

All employees who are required to pass the Commercial Drivers License Examination, State mandated re-certification classes, and/or any other state-required examination as a condition of continued employment with the Board will be granted time off, with pay, to take the examination and/or classes. All licenses and test fees for the above examination(s)/classes will be paid by the Board.

## ARTICLE XXX — SALARY SCHEDULE

- 30.1 Effective July 1, 2011 through June 30, 2012, there shall be an increase at every position of 1.25%.
- 30.2 Effective July 1, 2012 through June 30, 2013, there shall be an increase at every position of 1.25%.
- 30.3 Effective July 1, 2013 through June 30, 2014, there shall be an increase at every position of 1.25%.
- 30.4 All salary schedules shall consist of 9 steps. Any staff member who is off of the salary schedule shall receive the yearly negotiated increase times their current salary.
- 30.5 An employee must work 120 days during a contract year to be credited for a year on the salary schedule.
- 30.6 Pick-Up: The Board agrees with OAPSE to pick-up contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit in accordance with the following:
- A. The amount to be picked-up and paid on behalf of each employee shall be equal to that percentage of each employees annual wages which is required from time to time by SERS (ORC Chapter 3309). The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
  - B. The pick-up percentage shall apply uniformly to all employees.
  - C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  - D. The pick-up shall become effective July 1, 1998, and shall apply to all compensation earned thereafter from which SERS deductions are made.
  - E. The Board shall be held harmless from any change in ruling by the IRS regarding the appropriateness of this procedure and the financial obligation of the employees to the Federal or State Government.

## ARTICLE XXXI — ATTENDANCE OF EMPLOYEE'S CHILDREN

- 31.1 Employees may enroll their children, or children under their legal custody, in Chagrin Falls Exempted Village Schools as of the beginning of any school year, provided the Board shall not be required to provide additional education services to the children of employees which are not ordinarily locally provided to regular students.
- 31.2 The employee shall pay a tuition amount of \$50 per month per child. Payments shall be made in full to the Treasurer in August or in ten equal monthly payments, via payroll deductions, throughout the school year to start with the September 15th payroll (i.e. \$500 per child per year).
- 31.3 It is understood that the employee shall provide transportation and that the children shall arrive at and leave their school(s) on the same time schedule as other pupils, thereby assuring that the parent/employee's duties or the duties of other employees shall not be interrupted as a result of this benefit.

## ARTICLE XXXII — FOOD SERVICE PROVISIONS

- 32.1 Food service employees who are currently certified or become initially certified with the School Nutrition Association (SNA) shall receive a one time increment of \$250.00. Food service employees who become recertified by (SNA) shall receive an increment of \$225.00, or the cost of certification, whichever is less. During the term of this agreement, a food service employee is eligible to receive only one increment. Prior to payment, the employee shall provide the Treasurer with written evidence of certification or recertification.
- 32.2 One additional paid work day will be added to the high school staff at the end of the school year.
- 32.3 Cooks shall be required to possess current (SNA) certification, maintain the certification, or become certified within the first eighteen months of employment (completing one required ten-hour course every six months until all thirty hours of required courses have been completed).

**ARTICLE XXXIII — ADDITIONAL HOURS AND PAYCHECKS**

- 33.1 The Board of Education shall require and make electronic transfers for all OAPSE employees to institutes specified by the employee.
- 33.2 Employees will be paid in twenty-four equal pays.

#### **ARTICLE XXXIV — STAFF DISCIPLINE**

- 34.1 The Superintendent will have the authority to suspend staff members without pay for a period of up to three (3) days for serious behavioral infraction.
- 34.2 Before any record of disciplinary action is placed in an employee's file, the employee shall be given an opportunity to review and initial such material.
- 34.3 An employee shall be entitled at the employee's option to be accompanied by a Local 485 OAPSE representative of his/her choice at a predisciplinary hearing called for the purpose of giving the employee the opportunity to respond to a charge that may result in discipline.
- 34.4 An employee will have the right to have a third party included when called into a meeting with his/her immediate Supervisor. It is the employee's obligation to request a third party. Both employee and Supervisor shall mutually agree to the third party.

## ARTICLE XXXV — DRUG/ALCOHOL TESTING

- 35.1 Both OAPSE and the Chagrin Falls Board of Education recognize that illegal drug usage and impairment due to alcohol are threats to the safety of our students, employees and the public. The parties pledge to take the necessary steps to make the Chagrin Falls Board of Education a safe, drug free service operation. The goal of the drug and alcohol testing program is prevention and rehabilitation. The Chagrin Falls Exempted Village School has developed a Drug/Alcohol Policy that conforms to current legal statute.
- A. Board of Education Policy: All employees shall receive a copy of the Board of Education adopted resolution and procedures regarding a Drug-Free workplace, which shall apply to each employee and shall be followed.
  - B. Prohibitions: All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace.
  - C. Definitions: For the purpose of this provision, the following definitions shall apply:
    - 1. "Drug Abuse Offenses" shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
    - 2. "Workplace" is defined as any area under the control of the Board of Education or at any Board-funded activity, regardless of location.
  - D. Violations: An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.
  - E. Rehabilitation: For employees who are first offenders in the workplace, the corrective action shall be a requirement for the employee to complete an appropriate rehabilitation program provided by the Board of Education.
  - F. Disciplinary Action: Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of this Agreement.

G. Reporting: Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his conviction to the Superintendent no later than five (5) work days after the conviction. Failure to do so may result in discipline for just cause.

H. Education: The Board of Education shall provide a drug-free awareness and education program for all employees.

35.2 A random drug and alcohol testing program which complies with Omnibus Transportation Employee Testing Act shall be in effect for all employees who possess a CDL. The requirements for random drug screen of eligible employees and random alcohol screen shall be that percentage as is required by the federal law.

All testing will be paid for by the Board. The employee who is the subject of the testing will be paid at their regular rate of pay, not to exceed two hours for all required hours of attendance for testing activity.

35.3 The Board will develop a policy which legally conforms to House Bill 30.

**ARTICLE XXXVI - MISCELLANEOUS**

- 36.1 If the hours of any position increases by 30 minutes or more it shall be posted in accordance with current posting procedures.
- 36.2 Relative to employee development (Article XXIX):
- A. Mileage shall be paid based on the actual mileage to and from the destination, established either in advance by mutual agreement or by actual mileage traveled following a direct route. Mileage shall be paid as established in Article XIV (14.6).
  - B. Employees shall be reimbursed for meals not otherwise paid for as part of a registration fee or similar prepayment, the following flat rates: Breakfast \$9.00, Lunch \$15.00, Dinner \$20.00. Receipts need be turned in for such reimbursement.
  - C. Any employee who is required to attend a mandatory meeting shall be paid at their regular rate of pay.
- 36.3 Any member of the bargaining unit having an exemplary attendance record during his/her annual contract year (based on non-use of sick leave, docked pay days and personal leave days) will be provided a merit incentive for attendance as follows:

Perfect Attendance     \$500.00

One Day Missed         \$250.00

## **ARTICLE XXXVII – IMPLEMENTATION**

- 37.1 This document shall be in effect from July 1, 2011, to June 30, 2014, except as noted.
- 37.2 Honoring of Contract - The Association and the bargaining unit members agree that there shall be no strikes, work stoppages, slow downs or interference or interruption with the operation of the schools during the life of this agreement.

**ARTICLE XXXVIII — ERRORS OF OMISSION**

- 38.1 Provisions contained in the previous Agreement that have been omitted by error through the typing, compiling, or editing of the current Agreement shall be part of this Agreement.



# Chagrin Falls Exempted Village Schools

400 EAST WASHINGTON STREET • CHAGRIN FALLS, OHIO 44022  
PHONE (440) 247-4388 • FAX (440) 247-5831

STEPHEN L. THOMPSON  
*Superintendent*

ROBERT W. HUNT  
*Assistant Superintendent*

KURT GABRAM  
*Business Manager*

CHRISTINE A. JACKSON, Ph.D.  
*Director of Pupil Services*

BOARD OF EDUCATION  
KAREN WISE  
*President*  
MARY KAY O'TOOLE  
*Vice President*  
ELIZABETH H. O'NEIL  
KAREN PENLER, CPA  
ANNE B. THOMAS, Ph.D.

ANNE SPANO  
*Treasurer/CFO*

## CERTIFICATE (O.R.C.5705.412)

For the matter of:

### **OAPSE**

**Negotiated Agreement**

**July 1, 2011 through June 30, 2014**

The undersigned, Treasurer of the Board of Education of the Chagrin Falls Exempted Village School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2012 through Fiscal Year 2014 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Chagrin Falls Exempted Village School District, Ohio, and the Superintendent of Schools of the Chagrin Falls Exempted Village School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs during the duration of the attached contract on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 6/20/11

CHAGRIN FALLS EXEMPTED VILLAGE  
SCHOOL DISTRICT BOARD OF EDUCATION

BY: Anne Spano  
(Treasurer)

BY: Steph L. Hunt  
(Superintendent of Schools)

BY: Karen Wise  
(President, Board of Education)

OAPSE LOCAL 485

THE BOARD OF EDUCATION OF  
THE CHAGRIN FALLS EXEMPTED  
VILLAGE SCHOOL DISTRICT

By Suzanne Ruck 7-13-11  
President Date

By John W. ... 7-6-11  
Board President Date

Thayer ... 7-14-11  
Bargaining Team Member Date

St. ... 7-6-11  
Bargaining Team Member Date

Peggy ... 7-14-11  
Bargaining Team Member Date

Ann ... 7-6-11  
Bargaining Team Member Date

William ... 7-26-11  
Bargaining Team Member Date

William ... 7-6-11  
Bargaining Team Member Date

Under ... 7-26-11  
Bargaining Team Member Date

John ... 7-6-11  
Bargaining Team Member Date

Janis ... 7-26-11  
Bargaining Team Member Date

\_\_\_\_\_  
Bargaining Team Member Date

Aides/Transportation/Food Service  
2011-2014 Salary Schedules

<b>Aides</b>			
Level	11-12	12-13	13-14
0	14.93	15.12	15.31
1	15.15	15.34	15.53
2	15.40	15.59	15.78
3	15.61	15.81	16.01
4	15.85	16.05	16.25
5	16.09	16.29	16.49
6	16.32	16.52	16.73
7	16.55	16.76	16.97
8	16.81	17.02	17.23

<b>Cook</b>			
Level	11-12	12-13	13-14
0	15.28	15.47	15.66
1	15.49	15.68	15.88
2	15.73	15.93	16.13
3	15.97	16.17	16.37
4	16.22	16.42	16.63
5	16.44	16.65	16.86
6	16.71	16.92	17.13
7	16.93	17.14	17.35
8	17.20	17.42	17.64

<b>Bus Driver/Courier</b>			
Level	11-12	12-13	13-14
0	20.03	20.28	20.53
1	20.54	20.80	21.06
2	21.04	21.30	21.57
3	21.57	21.84	22.11
4	22.12	22.40	22.68
5	22.69	22.97	23.26
6	23.24	23.53	23.82
7	23.81	24.11	24.41
8	24.42	24.73	25.04

<b>Helper</b>			
Level	11-12	12-13	13-14
0	13.30	13.47	13.64
1	13.52	13.69	13.86
2	13.71	13.88	14.05
3	13.91	14.08	14.26
4	14.12	14.30	14.48
5	14.35	14.53	14.71
6	14.54	14.72	14.90
7	14.77	14.95	15.14
8	14.97	15.16	15.35

<b>Bus Mechanic</b>			
Level	11-12	12-13	13-14
0	22.02	22.30	22.58
1	22.44	22.72	23.00
2	22.86	23.15	23.44
3	23.30	23.59	23.88
4	23.75	24.05	24.35
5	24.19	24.49	24.80
6	24.66	24.97	25.28
7	25.12	25.43	25.75
8	25.60	25.92	26.24

Secretarial  
2011-2014 Salary Schedules

<b>Sec. I</b>			
Level	11-12	12-13	13-14
0	16.76	16.97	17.18
1	17.16	17.37	17.59
2	17.61	17.83	18.05
3	18.04	18.27	18.50
4	18.50	18.73	18.96
5	18.96	19.20	19.44
6	19.43	19.67	19.92
7	19.92	20.17	20.42
8	20.41	20.67	20.93

<b>Sec. II</b>			
Level	11-12	12-13	13-14
0	17.53	17.75	17.97
1	17.96	18.18	18.41
2	18.39	18.62	18.85
3	18.89	19.13	19.37
4	19.36	19.60	19.85
5	19.82	20.07	20.32
6	20.32	20.57	20.83
7	20.82	21.08	21.34
8	21.35	21.62	21.89

<b>Sec. III</b>			
Level	11-12	12-13	13-14
0	18.29	18.52	18.75
1	18.74	18.97	19.21
2	19.22	19.46	19.70
3	19.69	19.94	20.19
4	20.19	20.44	20.70
5	20.69	20.95	21.21
6	21.21	21.48	21.75
7	21.73	22.00	22.28
8	22.31	22.59	22.87

<b>Sec. IV</b>			
Level	11-12	12-13	13-14
0	19.04	19.28	19.52
1	19.52	19.76	20.01
2	20.01	20.26	20.51
3	20.50	20.76	21.02
4	21.02	21.28	21.55
5	21.55	21.82	22.09
6	22.07	22.35	22.63
7	22.65	22.93	23.22
8	23.19	23.48	23.77

Maintenance/Custodial  
2011-2014 Salary Schedules

<b>Day Custodian</b>			
Level	11-12	12-13	13-14
0	16.96	17.17	17.38
1	17.27	17.49	17.71
2	17.61	17.83	18.05
3	17.93	18.15	18.38
4	18.29	18.52	18.75
5	18.62	18.85	19.09
6	18.97	19.21	19.45
7	19.35	19.59	19.83
8	19.71	19.96	20.21

<b>Night Custodian/Grounds Worker</b>			
Level	11-12	12-13	13-14
0	18.30	18.53	18.76
1	18.67	18.90	19.14
2	19.01	19.25	19.49
3	19.38	19.62	19.87
4	19.74	19.99	20.24
5	20.11	20.36	20.61
6	20.49	20.75	21.01
7	20.89	21.15	21.41
8	21.28	21.55	21.82

<b>7-12 Campus Coordinator</b>			
Level	11-12	12-13	13-14
0	19.65	19.90	20.15
1	20.03	20.28	20.53
2	20.41	20.67	20.93
3	20.80	21.06	21.32
4	21.20	21.47	21.74
5	21.60	21.87	22.14
6	22.00	22.28	22.56
7	22.43	22.71	22.99
8	22.84	23.13	23.42

<b>Head El. Custodian(s)/Grounds Coordinator</b>			
Level	11-12	12-13	13-14
0	21.01	21.27	21.54
1	21.40	21.67	21.94
2	21.82	22.09	22.37
3	22.21	22.49	22.77
4	22.67	22.95	23.24
5	23.09	23.38	23.67
6	23.52	23.81	24.11
7	23.97	24.27	24.57
8	24.42	24.73	25.04

<b>Maintenance/District Night Coordinator</b>			
Level	11-12	12-13	13-14
0	22.02	22.30	22.58
1	22.44	22.72	23.00
2	22.86	23.15	23.44
3	23.30	23.59	23.88
4	23.75	24.05	24.35
5	24.19	24.49	24.80
6	24.66	24.97	25.28
7	25.12	25.43	25.75
8	25.60	25.92	26.24

<b>7-12 Campus Head Custodian</b>			
Level	11-12	12-13	13-14
0	23.03	23.32	23.61
1	23.52	23.81	24.11
2	24.01	24.31	24.61
3	24.47	24.78	25.09
4	24.96	25.27	25.59
5	25.43	25.75	26.07
6	25.91	26.23	26.56
7	26.37	26.70	27.03
8	26.90	27.24	27.58

**Chagrin Falls Exempted**

**Medical/Rx Benefit & Cost**  
*Effective date October 1, 2010*

**United Healthcare**  
**TEF**  
**Network      Non-Network**

Deductible		
Single	\$250	\$500
Family	\$500	\$1,000
Coinsurance	100%	80%
Out of Pocket Max		
Single	\$250	\$3,000
Family	\$500	\$6,000
Lifetime Maximum	Unlimited	
Office Visit	\$15 Copay	80% after ded
Preventive	No Cost Share	80% after ded
Specialist Visit	\$15 Copay	80% after ded
Emergency Services		
Urgent Care	\$35 Copay	80% after ded
Emergency Room	\$100 per Visit	
Hospital		
Inpatient	100% after ded	80% after ded
Outpatient	100% after ded	80% after ded
Diagnostic Lab/X-Ray	100% after ded	80% after ded
Vision - Exam Only	\$15 Copay	70% after ded
Prescriptions		
Retail	\$10/\$25/\$45	
Mail-Order	\$25/\$62.50/\$112.50 - 90 day Supply	

APPENDIX A

**CHAGRIN FALLS EXEMPTED VILLAGE SCHOOLS  
APPENDIX B**

**MEDICAL BENEFITS WAIVER FORM  
2011/2012 SCHOOL YEAR**

An employee may waive medical (including dental) benefit coverage for the entire school year and receive a waiver payment. *An employee's eligibility for the waiver is based upon contracted hours, with payment amounts pro-rated based on percentage of full-time. The number of members eligible for waivers on June 30 shall determine the amount paid as follows:*

<i>0 – 30 waivers</i>	<i>\$1,000</i>
<i>31 + waivers</i>	<i>\$2,000</i>

New employees hired during the school year are eligible to participate at a pro-rated annual payment.

The waiver payment shall be paid in July (*a separate payroll check*) following the waiver year.

This form must be completed and returned to the Treasurer's Office by September 16, 2011 to be eligible for participation.

I, \_\_\_\_\_, do hereby voluntarily waive the medical/dental benefits offered by my employer, Chagrin Falls Exempted Village School District, for myself and/or for my eligible dependents. All persons waiving coverage are listed below:

\_\_\_\_\_  
\_\_\_\_\_

The medical/dental benefits provided by my employer have been explained to me. I understand that by waiving my rights to this medical/dental coverage, I cannot make claim against my employer or the health plans, through which my employer offers coverage, for any and all health-related claims the persons listed above and myself may have while not covered by the medical benefits. I certify that I am waiving my right to medical/dental coverage through my employer because my dependent's and/or I have medical coverage through:

(A PHOTOCOPY OF MY CURRENT HEALTH INSURANCE IDENTIFICATION CARD IS ATTACHED)

By waiving my rights to this medical coverage, I further understand that I and/or my dependents (including my spouse) will not be eligible to obtain coverage under my employer's health plans until the next open enrollment period.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date