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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CROOKSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
(OAPSE)/AFSCME Local 4, AFL-CIO**

July 1, 2014 – June 30, 2016

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Article 1 - Recognition

- 1.01 The Crooksville Exempted Village School District Board of Education (the "Board") recognizes the Ohio Association of Public School Employees, AFSCME Local #4, AFL-CIO, Local #655 as the exclusive representative of all regular full-time and part-time bus drivers, cooks, custodians, head cooks, mechanics, secretaries, aides and maintenance employees. The bargaining unit excludes certificated employees, the Superintendent, administrators, supervisors, confidential employees, management-level employees, substitute employees, all other classified employees, and all other employees of the Board.
- 1.02 The "Board" includes the Crooksville Exempted Village School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03 School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.
- 1.04 The Board will deduct from the paycheck of each unit member who signs and submits to the Treasurer an Association dues authorization card the annual dues for membership in the Association. This amount shall be divided equally and deducted from each paycheck during the months of September through August of each school year. The Association shall notify the Treasurer of the amount of such dues and of any changes.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly 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.

A check in the amount of the total dues withheld from those unit members authorizing dues deduction will be tendered to the OAPSE State Treasurer within ten (10) days of the date of making the deductions. A list of those from whose paychecks the deductions were made will accompany the check.

Deductions will begin with the first regular payday of the month following submission to the Treasurer of the dues authorization card. If a unit

member revokes authorization for deducting dues, deductions will cease with the first regular payday of the month following notice to the OAPSE State Treasurer by the District's Treasurer of receipt of the written revocation. Such revocation must be received at the OAPSE State Office between July 1 and September 30 of each school year. The Board is not responsible for deduction of dues owed prior to the Treasurer's receipt of the unit member's authorization card or subsequent to revocation of such authorization.

Subject to approval by the Treasurer, employees may request additional payroll deductions.

- 1.05 Upon obtaining 75% or greater membership participation in the Union, unit members who are not currently enrolled in the Union will be required to pay fair share or enroll in the Union as long as the Union maintains at least 75% membership.

Article 2 - Negotiations

- 2.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than May 1st nor earlier than March 15th of the year in which this Agreement expires. Notification from the Association shall be to the Superintendent and notification from the Board shall be to the Association President.
- 2.02 The parties shall set a date for an initial meeting which will be no later than fifteen (15) days after receipt of the initial notice unless a different date is mutually agreed upon.
- 2.03 Typed proposals shall in form and detail specify that to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party's initial proposals will become a part of any successor agreement.
- 2.04 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting.

Meetings shall be closed to the press and the public.

Either party may caucus for a reasonable period at any time.

Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.

- 2.05 Bargaining teams, excluding consultants, shall be limited to five (5) representatives of the Board and five (5) representatives of the Association. A notice shall be given to the other party if consultants are to participate in the negotiation meetings.
- 2.06 Neither party shall make a release to the news media regarding bargaining prior to a declaration of impasse.
- 2.07 Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Association for ratification and thereafter promptly submitted to the Board for ratification. Upon such ratification by both parties, the successor agreement will be executed.

- 2.08 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. If mediation does not produce a tentative agreement, the Board may implement its last offer and the Association may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

Article 3 - Board of Education Rights

- 3.01 Except as modified by an express provision of this Agreement, the Board reserves and retains all authority conferred upon it by law to manage the affairs of the District including, but not limited to, the authority specified in Section 4117.08 of the ORC. The exercise of judgment and discretion by the Board and its agents with respect to such managerial authority requires neither advance consultation with, nor the agreement of, the Association with respect to either the managerial decision or its effects.

Article 4 - Relation to State Law/Strikes

- 4.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have been invalidated shall continue in full force and effect in accordance with their terms.
- 4.02 The Union, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement. The Board shall not lockout employees during the term of this Agreement.

Article 5 - Reduction In Force

- 5.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized. A Reduction in Force may occur for the following reasons:
1. Decline in student enrollment in the District or a particular program/class;
 2. Return of an employee from a leave of absence;
 3. Suspension of schools or territorial changes affecting the District;
or
 4. Financial reasons.
- 5.02 The following classifications shall be used for the purpose of defining classifications in the event of a layoff:

Cooks	Head Cooks	Mechanics
Aides	Bus Drivers	Maintenance
Secretaries	Custodians	

- 5.03 Within each classification affected, employees will be laid off by classification seniority, with the least senior employee laid off first. The laid off employee may displace any less senior employee in a classification previously held by the laid off employee based on system seniority.
- 5.04 An employee whose name appears on the RIF list shall be offered re-employment in order of system seniority when a position in the bargaining unit becomes available that the laid off employee has previously held. Written notice of such vacancy shall be sent by certified mail to the employee's last known address. If the employee fails to accept re-employment, in writing, post-marked within ten (10) calendar days from the date of the notification or attempted delivery, said employee will be deemed to have rejected the offer and will be removed from the RIF list. Employees shall remain on the RIF list for twenty-four (24) months from their last day of active service unless they fail to accept recall or waive their recall rights in writing.

Article 6 – Posting and Bidding

- 6.01 When a vacancy occurs in any classification, notification of the vacancy shall be posted electronically and on bulletin boards within forty-five (45) working days of the vacancy for a minimum of five (5) workdays. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- 6.02 In filling a vacant position, the Board shall offer the position to the most senior qualified bidder in the same classification. If there are two (2) or more qualified bidders with the same classification seniority, the position shall be offered to the Employee with the greater system seniority. If there is no bidder in the same classification, the Board may consider internal and external candidates for the job and will make the placement decision based upon his/her assessment of what is in the best interests of the District.
- 6.03 All applications for any posted position will be on a form developed by the Administration. Failure to submit an employment request on the proper form will void any application.

Article 7 - Leaves

Sick Leave

1. Each employee shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to

fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, shall be advanced in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. The Treasurer shall automatically advance such days as required for the absence of an employee, which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck. Employees who transfer into a position that requires more hours of work each day than their previous position shall have their sick leave balance adjusted by the Treasurer in order to align the employees' balances with their rate of accrual.

2. Sick leave may be accumulated up to a total of 280 days.
3. Sick leave, upon approval of the appropriate administrator, may be used for:
 - a. Personal illness or injury.
 - b. Exposure to contagious disease, which could be communicable to other employees.
 - c. Illness, injury, or death in the employee's "immediate family." "Immediate family" is defined as:
 - (1) the employee's spouse, children, parents, brother, sister, and
 - (2) in the case of death, the employee's immediate family is defined as spouse, child, parent, grandchild, parent of spouse, brother, sister, brother-in-law, sister-in-law, or grandparent.
 - d. The employee's pregnancy.
4. In the case of death of a member of the employee's immediate family, the employee may not use more than three days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.

5. All absences, which qualify for sick leave, will be deducted from sick leave.
6. An employee will, whenever possible, notify his/her supervisor or designee of any absences by at least one hour before the work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute.
7. The employee must submit a signed statement to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for more than three consecutive days, a signed physician's statement may be required.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.
9. An employee with ten or more years of service to the Board shall, at the time of retirement, be paid for one-fourth the value of his/her accrued sick leave credit.

7.02

Personal Leave

1. Each employee shall be granted three (3) days personal leave per school year. The Superintendent or designee may limit the number of employees on personal leave in order to ensure adequate coverage. The Superintendent or designee shall not make any personal leave decision in an arbitrary and capricious manner. If leave is requested and denied, the reason shall be given to the employee upon request.
2. All absences for personal leave must be requested through the District's electronic system. Personal leave may not be used immediately preceding or following a holiday or school vacation. Should an employee choose to use personal leave immediately preceding or following a holiday or school vacation, the employee shall forfeit two (2) days of personal leave for each one (1) day of personal leave used on such day. Where possible, the request for personal leave must be submitted at least three (3) days prior to any intended absence except in case of emergency. Unused personal days may be rolled into the employee's sick leave balance not to exceed the maximum accumulation of sick days as set forth in Section 7.01(2). Employees may choose to roll over one (1) unused personal day for use the following year. At no time, however, may an employee have more than four (4) days of personal leave for use in any given year.

3. Personal leave to be taken during the month of May must be requested through the Superintendent by May 1, unless in case of emergency.

7.03 Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

7.04 Unpaid Leave

Upon written application of a unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board will grant such leave where illness or disability is the reason for the request and satisfactory medical verification is provided. Without application, the Board may grant such leave in accordance with Section 3319.13 of the ORC because of physical or mental disability, subject to the unit member's right to a hearing on such unrequested leave in accordance with Section 3319.13.

7.05 Jury Duty/Court Leave

1. All absences for jury duty/court leave must be requested in writing through the District's electronic system.
2. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
3. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.

7.06 Military Leave

Military leave shall be granted in accordance with state and federal law.

7.07

Vacation Leave

Each regular support employee serving 12 months per year is entitled to an annual vacation, with pay, based on length of service in the District.

1. Employees with one year but less than seven years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of two weeks.
2. Employees with seven years but less than 15 years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of three weeks.
3. Employees with 15 or more years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of four weeks.
4. Employees with 25 or more years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of five weeks.

Eligible employees must apply for vacation to the Superintendent at least four weeks in advance of the desired start date. Special consideration is given to emergencies. All applications are subject to final approval by the Superintendent.

Vacations must be taken within one year of the time earned.

Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.

Payment in lieu of vacation is prohibited.

An employee who anticipates termination in the District may take accrued vacation prior to the termination date with proper approval. Unused vacation will be paid in full to the statutory beneficiary of an employee or a retiring employee. Unused vacation, upon separation from employment, will be paid at the employee's current rate of pay but not to exceed the prorated portion earned but unused for the current year.

7.08

OAPSE Leave

Upon proper notification to the Administration, up to two (2) days total leave shall be granted to an employee or one (1) day to two employees in order to attend the Annual OAPSE Conference.

Article 8 – Holidays

All bargaining unit employees who are employed on an hourly basis shall be paid with time off from work at their regular rate of pay for the following holidays:

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

In addition to the above referenced holidays, 12 month custodians, maintenance, and mechanics shall be paid with time off from work at their regular rate of pay for the following holidays:

Christmas Eve	Friday after Thanksgiving
Independence Day	

If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday. By mutual agreement the Friday/Monday may be changed. In order to be eligible for holiday pay, employees must work all scheduled hours the day before and the day after the holiday.

Article 9 – Probation, Suspension, Demotion, and Termination

- 9.01 Each newly hired employee shall serve a probationary period of sixty (60) work days. A probationary discharge from employment is the sole and unilateral discretion of the Administration and shall not be subject to the Grievance Procedure. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081.
- 9.02 Discipline will be to instruct as well as punish and will generally be progressive in nature while taking into account the seriousness of the violation. The severity of the discipline imposed may reflect facts such as, but not limited to, an employee's prior disciplinary record and the severity of the misconduct. Certain offenses are serious enough to warrant suspension and/or demotion/discharge without regard to previous reprimands or discipline. No employee shall be disciplined without just cause.

Penalties for disciplinary action include:

- oral reprimands
- written reprimands
- suspensions
- demotion/discharge

Employees are entitled to Union representation at any disciplinary hearing pertaining to suspension or demotion/discharge. Notice of the hearing will be given to the local Union President and the Employee as soon as practical prior to the meeting. Such notice shall contain a statement of the allegation(s) of misconduct, a statement that the Employee has a right to Union representation, and the time and place such event took place, if known.

- 9.03 No Employee will be disciplined without a meeting with the Superintendent or designee.
- 9.04 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action, a summary of the grounds upon which such action would be based, and a summary of the evidence in support of the intended action. The employee is entitled to union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his decision and its effective date and time. He shall provide such notice by hand delivery or certified mail.
- 9.05 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification, or discharge within the time frame set forth in the grievance procedure.

Article 10- Wages

10.01 Hourly Rates

	Completed Years of Service/Rate Per Hour					
	<u>0</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
<u>Bus Driver</u>	13.64	14.32	15.04	15.79	16.58	17.41
<u>Secretary</u>	12.63	13.26	13.92	14.62	15.35	16.12
<u>Educ. Assistant</u>	12.63	13.26	13.92	14.62	15.35	16.12
<u>Custodian</u>	12.70	13.34	14.00	14.70	15.44	16.21
<u>Cert. Mechanic</u>	17.80	18.69	19.62	20.61	21.64	22.72
<u>Cook</u>	11.40	11.97	12.57	13.20	13.86	14.55
<u>Head Cook</u>	12.50	13.13	13.78	14.47	15.19	15.95
<u>Maint./Grounds</u>	16.75	17.59	18.47	19.39	20.36	21.38
<u>Maint./Tech</u>	21.00	22.05	23.15	24.31	25.53	26.81

For the 2014-2015 school year, each employee that was in the bargaining unit during the 2013-2014 school year shall receive a three percent (3%) increase on the hourly rate the employee received for the 2013-2014 school year. However, if an employee is eligible for a step increase on the wage scale set forth in Article 10.01, the employee shall receive the greater of: (A) the three percent (3%) increase or (B) the step increase on the wage scale set forth in Article 10.01 (i.e. an employee may receive either a three percent (3%) increase on the employee's 2013-2014 hourly rate or a step increase under the wage scale set forth in Article 10.01 – not both).

For the 2015-2016 school year, each employee that was in the bargaining unit during the 2014-2015 school year shall receive a two percent (2%) increase on the hourly rate the employee received for the 2014-2015 school year. At the start of the 2015-2016 school year, the wage scale set forth in Article 10.01 shall be increased by two percent (2%). In no event shall an employee receive both a two percent (2%) increase on the hourly rate the employee received for the 2014-2015 school year plus an additional two percent (2%) increase under the wage scale set forth in Article 10.01 (i.e. an employee may receive either a two percent (2%) increase on the employee's 2014-2015 hourly rate or a step increase under the wage scale set forth in Article 10.01 – not both). Accordingly, an employee shall receive the greater of: (A) the two percent (2%) increase on the hourly

rate the employee received for the 2014-2015 school year or (B) the step increase on the wage scale set forth in Article 10.01 – not both.

Each employee shall receive a six hundred dollar (\$600) lump sum payment the last pay in November 2014. This payment shall not be factored into the employee's base rate.

10.02 Pay Dates

A unit member's annual salary will be made via direct deposit in twenty-six (26) equal pays. Pay days will be every other Friday. Paystubs will be sent electronically to an e-mail address provided by the unit member. Notwithstanding the first sentence of this paragraph, it is mutually recognized that, by operation of the calendar, every several years twenty-seven (27) equal pays will be needed.

10.03 The Board shall compute and remit contribution to SERS in conformance with the law.

Article 11 - Insurance & Health Benefits

11.01 Hospitalization and Medical

The Board will provide health insurance coverage to eligible employees and will pay 85% of the monthly premium. Each employee's contribution shall be capped at two hundred twenty-five dollars (\$225) per month. Once an employee's contribution reaches two hundred twenty-five dollars (\$225) per month, the Board's share shall increase until the Board's share reaches ninety percent (90%) of the cost of the premiums. In no event shall the Board's share exceed ninety percent (90%).

11.02 Dental

Each eligible employee may enroll in a Board paid dental insurance program.

11.03 Term Life Insurance

Each eligible employee may enroll in a Board paid life insurance program.

11.04 Vision

Each eligible employee may enroll in a Board paid same vision insurance program.

11.05 Eligibility

To participate in insurance fringe benefits under this Article, an employee must be regularly employed for at least thirty (30) hours of work per work week.

Article 12 - Grievance Procedure

- 12.01 A “grievance” is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A “grievant” is defined as an employee or group of employees (class action) of the local having a grievance.
- 12.02 An employee who has a grievance shall discuss the grievance with his or her supervisor within ten (10) calendar days of the occurrence of the act or event on which the grievance is based.
- 12.03 If the grievant is not satisfied with the resolution of the issue at the Supervisor’s level, he shall file the grievance with the Superintendent within ten (10) calendar days of the supervisor’s response. The Superintendent or his designee shall hold an informal hearing with the employee within five (5) calendar days of the Superintendent’s receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and mail it in writing to the employee within five (5) calendar days of the informal hearing. The Superintendent’s or designee’s decision shall be final.
- 12.04 If not satisfied with the response at the Superintendent’s level, the grievant may, within ten (10) days of the Superintendent’s response, appeal the grievance by submitting a written request for arbitration to the Association, with a copy to be furnished to the Superintendent. The Association shall decide whether or not to file for arbitration. If the Association decides to proceed to arbitration, it shall mail a written request to the Federal Mediation and Conciliation Service, with a copy to be furnished to the Superintendent, for a list of seven (7) arbitrators from which the parties shall select an arbitrator by the alternative strike method. Either party may request that a second list of seven (7) names be furnished. A toss of a coin shall determine who shall strike first. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding.

12.05 This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

12.06 General Provisions

- A. Copies of all written decisions on grievances shall be sent to: the Association President, the grievant, and the Superintendent.
- B. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.
- C. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.
- D. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.
- E. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Association; in any case, however, a designee of the Association may be present at each step of the procedure. At any arbitration, the grievant must be represented by a designee of the Association.
- F. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

Article 13 – Extra Trips/Overtime

13.01 Extra trips shall be available throughout the school year and shall be filled on a first-come, first-served basis. Extra trip opportunities will be posted on the bulletin board and employees may sign-up for the extra trips by signing their names on the board. If more than one employee desires the same extra-trip, the employee who has the least number of extra-trip hours

for the year shall be awarded the trip. Ties will be broken by classification seniority. If a driver has driven an extra trip during the workweek (Sunday through Saturday) that put him/her over 40 hours for that week, then the driver is no longer eligible to sign-up for or drive any additional extra trips the remainder of that workweek, unless all other drivers, including substitutes, have declined the extra-trip. If a driver turns a trip back in after selecting a trip, the Board may fill the trip with any driver.

13.02 Compensation for all extra-trips shall be at the employee's regular rate for actual driving time and \$9.50 per hour for waiting time. Waiting time will commence once the bus is parked at the event and driving time will begin again once the students are loaded on the bus and the bus leaves the event. There will be a two hour minimum for all extra-trips. If drivers are required to perform a pre-trip inspection prior to driving an extra-trip, they will be compensated for an extra fifteen minutes.

13.03 Custodial employees shall be offered overtime opportunities on a rotational basis. If a custodian has worked extra work during the workweek (Sunday through Saturday) that put him/her over 40 hours for that week, then the custodian is no longer eligible for extra work the remainder of that workweek, unless all other custodians, including substitutes, have declined the extra work.

Article 14 - Employer/Employee Relations Committee

14.01 In the interest of sound labor-management relations, the Board and/or its designee may meet with three (3) representatives of the Union to discuss potential problems and promote a more harmonious labor-management relationship. These meetings shall be convened at mutually agreeable times upon the request of either the Union President or the Superintendent.

It is understood that the sole purpose of the committee is to communicate the concerns for each party, which may or may not result in a resolution of either party.

14.02 Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting and a list of the matters to be taken up in the meeting, and the names of those representatives who will attending.

Article 15 - Severance Pay

15.01 Each Employee retiring from the Crooksville Local School District, and who has been employed by the Crooksville Local School District for a minimum of ten (10) consecutive years at the time of retirement and who meets the qualifications for retirement set forth by the State Employees

Retirement System shall at the time of their retirement be compensated for the value of their accrued but unused sick leave as set forth below.

- 15.02 Severance allowance shall be the value of accrued but unused Sick Leave, limited to twenty-five percent (25%) of accrued Sick Leave.

Compensation shall be based on the Employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all Sick Leave Credit accrued by the Employee with such payment being made only once to any Employee. The amount shall be paid in lump sum to the Retiree within thirty (30) days of retirement.

Application for severance pay shall be made through the Office of the Treasurer on forms furnished by the School District. Documentation or retirement from the appropriate Retirement System is required.

Article 16 - Calamity Days

- 16.01 In the event that the school district is closed due to a calamity, nine-month employees shall suffer no loss in pay. However, no such employee shall be paid for any additional days of work the District may make up, provided said make-up days do not require the member to report for more days than required by his/her contract.

- 16.02 When school is closed due to a public calamity, notification of such shall be disseminated by radio, television or other means.

- 16.03 On those occasions when their school or all schools are closed due to any public calamity, nine-month employees shall not be obligated to report to work unless informed otherwise. Nine-month employees who are requested to report to work on any day declared a public calamity shall be paid their regular hourly rate for all hours worked. Nine-month employees shall not report to work on calamity days unless expressly required to do so. All calamity days that the District may make up shall be made up without additional compensation provided said make-up days do not require the member to report for more days than required by his/her contract. No nine (9) month employee shall be required to make up any days if students are not required to report.

If schools close due to a public calamity during the work hours of a nine-month employee, the employees will be excused in accordance with that decision unless requested to remain at work by the Board.

- 16.04 Twelve-month employees are required to report to work on a schedule to be determined by the immediate supervisor, or designee, unless travel is prohibited by the appropriate authorities.
- 16.05 Employees shall receive calamity day comp time for each hour worked on a calamity day in addition to their regular day's pay, up to a total of five (5) days. This comp time will be scheduled, subject to supervisor approval, between July 1 and June 30th of the following year. Calamity day comp time must be scheduled on half and full-day increments and must be scheduled on days when students are not in school. Any calamity day comp time not used by June 30th of the following year will be forfeited.

Article 17 - Miscellaneous Provisions

- 17.01 Any employee required to use his/her own vehicle to perform assigned duties for the district, shall be paid at the current IRS rate per mile. To be eligible for reimbursement, any employee's use of his/her own vehicle to perform assigned duties for the district must be pre-approved by the Board.
- 17.02 The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.
- For purposes of this policy, use of tobacco shall mean all uses of tobacco, including cigar, pipe, cigarettes, snuff, or any other matter or substance that contains tobacco.
- In order to protect Students and Staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by all Employees in school buildings, on school grounds, on school buses, and in any Board-owned vehicle while on duty.
- 17.03 The Board shall provide written notice to the employees whenever the District implements, modifies, or revises job descriptions that pertain to bargaining unit employees.
- 17.04 The Board agrees that current Board policy governing the use of buildings be retained and implemented.
- 17.05 Before any non-bargaining unit employee is employed to perform summer work which is nonteaching related, school year bargaining unit employees shall be offered the work by system seniority. All summer work shall be at the casual labor rate.

- 17.06 All bargaining unit employees entitled to a lunch break shall receive a thirty (30) minute unpaid uninterrupted lunch break at a time designated by their supervisor.

Article 18- General Provisions

- 18.01 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.
- 18.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 18.03 Amendments may be made at any time by mutual agreement in writing.
- 18.04 This Agreement shall become effective on July 1, 2014 and remain in effect through June 30, 2016.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES**



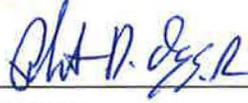
UNION PRESIDENT

July 29, 2014

**CROOKSVILLE EXEMPTED
VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION**



President



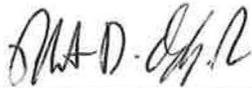
Treasurer

July 22, 2014

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Crooksville Exempted Village School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Ohio Association of Public School Employees, AFSCME Local #4, AFL-CIO, Local #655, effective from July 1, 2014 through June 30, 2016.

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



Treasurer



Superintendent


Board President

July 22, 2014