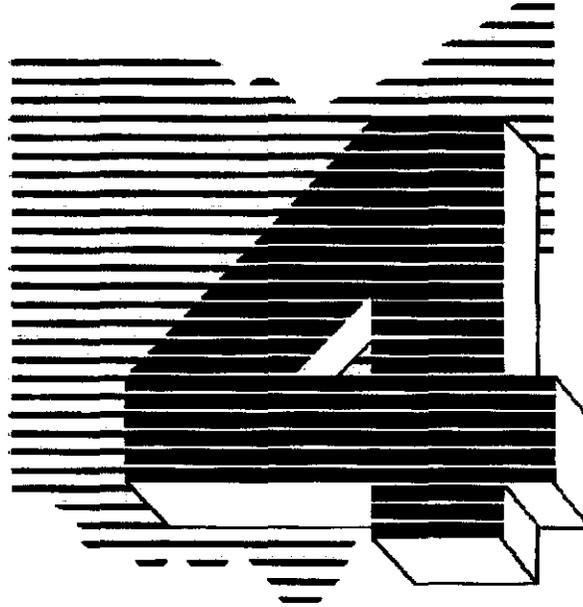


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AGREEMENT
BETWEEN
THE CRESTLINE EXEMPTED VILLAGE
SCHOOL DISTRICT
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #416



Effective

July 1, 2014 - June 30, 2017

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ARTICLE 1

RECOGNITION

- A. The Board of Education of the Crestline Exempted Village School District, hereinafter referred to as the "Board", recognizes the Crestline School Employees Union, OAPSE/AFSCME/AFL-CIO and its Local 416, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described bargaining unit.
- B. The bargaining unit shall include all regularly employed non-certificated employees (school secretary, educational assistant/aide, cafeteria cook, library assistant, bus driver, unlicensed custodial maintenance, licensed custodial maintenance, maintenance EPC, athletic facility maintenance, bus mechanic, or other regularly employed classifications that may be created.
- C. For the purpose of this Agreement, the following are excluded from the bargaining unit: Treasurer, Administrative Secretary, Cafeteria Supervisor, Classified Supervisor, substitutes for classified employees, temporary or "summer only" employees, other supervisor/administrative personnel as might be employed and persons contracted to perform such duties as coaching a pupil athletic team or advising a pupil extracurricular activity, with such contract being for a set or flat rate as opposed to an hourly rate. The examples cited above are not intended to be inclusive.

ARTICLE 2

SCOPE OF REPRESENTATIONS

The scope of representation shall be limited to matters relating to wages, hours and all other terms and conditions of employment. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement, the provisions shall be binding on both parties.

ARTICLE 3

MANAGEMENT RIGHTS

The Union recognizes that the Board has the authority and responsibility for operation of the schools in the district, except as limited by the provisions of the Agreement between the parties. This authority, unless specifically surrendered by this Agreement, is not limited.

ARTICLE 4

CONTEST OF REPRESENTATION

Should a contest for representation occur, the appropriate section of O.R.C. 4117 and/or SERB rules will apply.

ARTICLE 5 **NEGOTIATIONS**

A. Time Line

Not more than one hundred (100) days, but not less than sixty (60) days, prior to the expiration of this Agreement either party may request the beginning of negotiations. Within twenty (20) days of said notice each party will commence negotiations. Such request shall be in writing.

B. Procedures for Conducting Negotiations – Submission of Issues

Issues proposed for negotiation shall be submitted in writing by the Union to the Superintendent or his/her designated representative or by the Superintendent to the President of the Union or his/her designated representative on or before the first formally agreed upon negotiations meeting, unless otherwise mutually agreed to. Proposals or issues proposed for negotiations by either party shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation.

C. Team Membership

The Union shall be represented at all negotiations by a team of negotiators not to exceed seven (7) persons from the bargaining unit, including a representative from the Union.

The Board shall be represented by a team consisting of persons of their choice. The Board team shall be restricted to a maximum of seven persons.

All negotiations shall be conducted exclusively between said teams. In addition to said team, each party shall be authorized to admit no more than two observers to each meeting. Such observers shall not enter into negotiations unless it shall be mutually agreeable to both parties. Observers shall be a party to the Agreement, such as; a bargaining unit employee, employee of the union, a member of management, Employer designated representative, etc.

D. Agreement

If agreement is reached on those matters being negotiated, the understanding of the parties shall be submitted in writing to the Board of Education for its consideration and action. If approved by the Board and ratified by the members of OAPSE, Local 416, in accordance with the provisions of this section, the Agreement shall be signed by both parties and the approval or ratification of the Agreement shall become part of the official Board minutes.

E. Disagreement

1. In the event an agreement is not reached 35 days prior to the expiration date of this Agreement, after full consideration of proposals and counter proposals, either party shall have the option of requesting a mediator.
2. If mediation is requested by either party, it is with the understanding that mediation will include all issues where agreement has not been reached by the parties.
3. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
4. The mediator may recommend but has no authority to bind either party to any agreements.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the written Master Agreement entered into between the Board of Education and the Union.
2. A grievance shall mean a person, group, or local union alleging that an alleged violation, misinterpretation or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
3. "Party in interest" shall mean a person or persons or the Union making a claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.
4. "Days" shall mean calendar days including summer break but excluding Saturday, Sunday, and approved school holidays and holiday breaks.

B. Rights of Grievant

1. During a formal grievance procedure, the Union shall receive notice of each meeting held to resolve the grievance and shall be given copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
2. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process nor shall the fact that the employee filed a grievance be used in any recommendation for other employment nor shall the grievant, the Union or its officers be placed in jeopardy or be the object of reprisal or discrimination having followed this grievance procedure.
3. If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of any employees or is concerned with system-wide policy, it may be submitted to Step II of the grievance procedure as hereinafter described.
4. The purpose of these procedures is to secure, at the lowest possible administrative level, satisfactory solutions to the grievances.

C. Time Limits

1. The number of days indicated at each step of the grievance procedure is considered maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an employee does not seek redress through the informal procedure within fifteen (15) days after he knew or should have known of the act or condition on which the grievance is based, and then the right to grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limit specified at each step to the procedure, the grievance will be considered waived and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. All notices of hearings and dispositions of grievances shall be by mail with the date of the mailing or postmark and date of receipt recorded thereon or shall be personally hand-delivered with a receipt dated and initialed.

Delivery to the grievant or to any officer of the Union, if the Union is involved in the grievance, shall constitute compliance with this section. Written grievances and appeals shall be deemed to be received on the day after the postmark or the date received and initials of the official shall be recorded thereon if hand-delivered.

D. Grievance Procedure

1. Effort to Solve the Problem

If an employee believes there may be a basis for a grievance, he/she shall first discuss the matter with his/her principal or immediate supervisor or, in their absence, the Superintendent in an effort to resolve the problem. The timelines for this Step and procedure are outlined in Sections A.4. and C.2. of this Article.

2. Formal Procedure – Step I

If the problem is not resolved within seven (7) days of such informal procedure, the grievant may present his/her formal claim by submitting two (2) completed Grievance Report Forms (Step I), which form is set forth in Appendix A of this Agreement. Copies of this form showing date and nature (description) of the questioned occurrence, the article, section and/or paragraph of the Master Agreement alleged to have been violated and the relief sought shall be submitted by the employee to his/her immediate supervisor on the Grievance Report Form (Step I). Within five (5) days of receipt of the Grievance Report Form (Step I), the immediate supervisor shall meet with the employee and his/her Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition to the grievance within two (2) days after such meeting by completing Step I of the Grievance Form and returning it to the employee. The Union and the Superintendent shall both be notified in writing as to such disposition of the grievance.

3. Formal Procedure Step II

If the employee is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above limits, the grievant may appeal in writing within seven (7) days after issuance of the Step I answer and complete Grievance Report Form (Step II) and submit the grievance to the Superintendent. Within seven (7) school days of receipt the Superintendent and/or his/her designee shall meet with the grievant and his/her Union representative. Within three (3) school days of the meeting, the Superintendent and his/her designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and

forwarding it to the employee. The Union and the immediate supervisor shall be notified in writing of said disposition. If the Grievance Report Form (Step II) is not forwarded by the grievant to the Superintendent within seven (7) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action is barred.

E. Binding Arbitration

If the grievant and the Union are not satisfied with the Superintendent's disposition of the grievance, the Union may, within thirty (30) days of receipt of the Superintendent's disposition, give notice of arbitration to the Superintendent. A request shall then be filed with the Federal Mediation and Conciliation Service to supply a list of arbitrators in accordance with its voluntary rules who are from the State of Ohio. To select an arbitrator from the list provided, the bargaining unit shall make the first strike from the list using the alternate strike method. Either party may reject one list and request another list be provided. If a second list is requested, the party requesting the list shall bear the cost of such a request.

The arbitrator shall conduct a hearing on the grievance in accordance with rules and regulations of the FMCS. The arbitrator shall hold the hearing promptly and issue the decision within 30 days. The decision of the arbitrator shall be binding on the Board, the Union and the grievant. The decision shall be in writing and a copy sent to all parties present at the hearing.

The arbitrator shall not have the authority to add to, subtract from, modify or alter any provisions of the collective bargaining agreement. The arbitrator shall expressly confine himself to the precise issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement.

The cost for the services of the arbitrator will be borne equally by the Board and the organization.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, unless the parties mutually agree otherwise.

ARTICLE 7
SENIORITY

- A. System seniority shall be computed from the employee's original date of hire into full-time or part time bargaining unit position. When two people are hired at the same time, to distinguish who has the most seniority, use the last four digits of

their social security numbers with the lowest numbers determining seniority. Hire date shall be defined as approval date by the Crestline Board of Education.

- B. Classification seniority shall be defined as the length of employment by an employee in a particular job classification. When two people are hired at the same time, to distinguish who has the most seniority, use the last four digits of their social security numbers with the lowest numbers determining seniority.
- C. When a bargaining unit member is on worker's compensation leave due to an injury or illness sustained in the course of employment and/or an authorized leave of absence(s) as defined in Article 10.E. of this Agreement, he/she shall continue to accumulate seniority for the duration of such leave.

ARTICLE 8

JOB BID AND TRANSFER

Seniority shall apply within each classification only. In the event of equal qualifications and seniority, system seniority shall be the tie-breaker followed by the last lowest four digits of the social security number. If a vacancy occurs within a classification, the following procedure must be followed:

- A. When a job becomes vacant that the employer intends to fill or newly created, a job notice shall be posted within ten (10) work days by the employer at each work location. This notice shall be posted for a minimum of seven (7) workdays. Newly created jobs not listed in the current job classifications will be classified with management agreeing to discuss with the Union the new job, title, salary index, prior to the job being implemented unless immediate implementation is required by state or federal law. Union and management will meet as soon as possible but no less than 10 days.

The Employer will make every reasonable effort to post vacancies on the District website, email to the employee's preferred email account, and at each work location bulletin board.

A substitute shall not be utilized to fill a bargaining unit position beyond thirty (30) work days. The Superintendent and the President of the Association may jointly choose to extend this period if circumstances warrant such consideration.

- B. The job notice shall specify the classification (i.e. Article 11), total hours to be worked each day, job location, rate of pay and other pertinent information. Rate of pay will follow classification posted in Article 11.
- C. Employees will be allowed no less than seven (7) calendar days [as defined in Article 6 (A) (4)] to notify the Superintendent in writing of their interest in the position. Vacant positions shall be awarded to the most senior qualified employee

based on Article 7, Letter B. Vacant positions shall be filled within thirty (30) work days after the notice has been posted. The Board reserves the right to extend the thirty (30) day limit for extenuating circumstances.

- D. Other bargaining unit employees, outside the classification, interested in the vacancy must express their interest within the same time frame as above. In the case that no employee within the classification where the vacancy exists are interested in the position(s), the vacant position(s) shall be awarded to the most senior qualified employee based on Article 7, Letter A.
- E. In the event of an involuntary transfer, the lowest senior qualified person within the classification shall be transferred.
- F. Senior bargaining unit employees within a classification will have shift preference. This preference can be exercised once during the term of this Agreement. Employees must so notify their immediate supervisor in writing during the month of May. Any changes of shift by virtue of this Article shall be effective with the new school year (July 1 to June 30).
- G. Classification Changes and Job Notifications

There will be posted notification of all job openings to all classifications. There will be a job description with a list of necessary qualifications written for all classifications. The work hours per day are to be noted in the job description for each type of classified employee which is included in these articles.

When transferred to a new classification, the salary will be no less than the present salary unless transfer is at the request of the employee. Placement on an improved scale will be on experience level, the determination of which will be made by the Superintendent.

- H. The OAPSE agrees and understands that the Employer must offer any and all hours associated with Thursday and Saturday school sessions to non-bargaining unit members first. However, it is agreed that should other non-bargaining unit members not elect to fulfill the duty, that OAPSE bargaining unit members will be given opportunity. Those employees holding the position of aide shall be given first preference for the duty followed by other bargaining unit members holding positions in other classifications. Any supplemental positions not filled by certified staff shall be available subject to bid by non certified employees if deemed qualified by the Board. Seniority will apply if more than one person is deemed qualified.

ARTICLE 9
CLASSIFIED EMPLOYEES LAY-OFF/RECALL PROCEDURE

If it becomes necessary to reduce the number of employees in a job classification due to lack of funds or lack of work, the following procedure shall govern such lay-off.

If a reduction in the number of employees in a job classification due to lack of work is impractical, then there shall be a reduction in hours of employees within the respective job classification. The reduction in hours may affect less than the entire district and therefore not all of the employees within a job classification. If such is the case, the employee(s) affected may elect to transfer to a non-reduced position within the same classification provided the reduced employee holds higher seniority. The affected employee will be given consideration for transfer into another classification if they express interest in doing so and if they are determined qualified for that classification by the Superintendent.

The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the job classification with the least senior employee laid off first. Seniority shall be defined in Article 7; Letter B. Authorized leave of absence does not constitute an interruption in continuous service.

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

Educational Assistant/Aide	Library Assistant
School Secretary	Maintenance-EPC
Custodial Maintenance	Athletic Facility Maintenance
Cook	Bus Mechanic
Bus Driver	

The Employer shall determine in which job classifications the lay-off should occur and the number of employees to be laid off. In the job classification of lay-off, employees holding limited contracts shall be laid off before any employees in the job classification employed under a continuing contract are laid off. Employees in a classification of lay-off may also bump into another classification if they are qualified as determined by the Superintendent. When an employee bumps into a new classification they begin at the closest step that gives the same or a higher hourly rate, unless the bumping employee has a higher hourly rate than provided by the classification being bumped into. Under these circumstances the employee will be maintained at the current hourly rate of pay until such time as the wage scale for the bargaining unit position for which they bumped into

reaches no less than the hourly rate of pay of the applicable employee. Affected employees will be eligible to receive the negotiated wage increases (not steps).

Forty-five calendar days prior to the effective date of lay-offs, the Employer shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and job classification and indicate which employees are to be laid off. Each employee laid off shall be given a written notice of the lay-off. Each notice of lay-off shall state the following:

1. Reason for the lay-off or reduction
2. The effective date of lay-off
3. A statement advising the employee of their rights on reinstatement from lay-off.

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

Vacancies that the Employer intends to fill and, which occur in the job classification of lay-off shall be offered to the employee standing highest on that recall list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Notice of recall shall be by certified mail or in person. A copy of the notice shall also be mailed to the President of OAPSE. If the recalled employee fails to contact the Superintendent or his/her designee in writing within five (5) calendar days of notice or whose notice of recall is returned as undeliverable, shall forfeit all further rights to recall and their name shall be removed from the list. After such time, the next person on the recall list may be considered.

The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of lay-off for those on limited contracts and thirty-six (36) months from the effective date of lay-off for those on continuing contracts. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and notice of reinstatement shall be made by certified mail.

ARTICLE 10
AUTHORIZED ABSENCES

A. Sick Leave

Members of the classified employee's bargaining unit will accumulate sick leave at the rate of one and one-fourth (1 ¼) days for each calendar month to a maximum of fifteen (15) days per year. The maximum aggregate accumulation being 265 days.

The previous accumulated but unused and/or uncompensated sick leave of the non-certified employee who has retired from public service or who is transferring from another school or other public agency may be credited to that person upon employment in the Crestline Schools at the discretion of the Board of Education.

Sick leave may be used for personal illness or injury, illness or injury to a member of their immediate family, exposure to contagious disease which could be communicated to others and of such nature as to pose a grave risk or for illness related to personal pregnancy.

Sick leave is not to be used for regular or routine medical examinations or dental appointments by the employee or members of the immediate family that can be scheduled outside of the employee's regular workday.

Immediate family shall be defined as spouse, child, step-child, parent, brother, sister, grandparents, grandchild, parent-in-law, or any other person living in the unit member's household. Upon request, the Superintendent may grant the use of sick leave for individuals not included under the definition of immediate family.

Payment of sick leave will be 100% of the individual's hourly rate for each day of absence. Such payment will be based on the number of hours the employee was scheduled to work on the day of the absence.

B. Sick Leave Bank

When a bargaining unit member, who has been employed by the district at least (3) years, has exhausted all of his/her accumulated sick leave, including the advanced days, and additional days are still needed, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave.

Upon receiving such a request, OAPSE, shall distribute a notice (Appendix K) to all bargaining unit members notifying them of the request. Any employee wishing to donate accumulated sick leave to the bargaining unit member, shall submit the lower half of the form Appendix K to the treasurer.

Upon receipt of the signed form authorizing the donation of days, the Treasurer shall transfer the days on an as needed basis. Days donated will be taken in the order they are received until the maximum has been reached.

1. One day donated will be equivalent to one day received regardless of the donor's or recipients per diem rate.
2. An employee can request donations for a sick leave bank one time per incident.
3. All donations of sick leave will be voluntary and considered confidential.
4. The employee shall submit to the Treasurer, per incident, a doctor's statement regarding the reason for sick leave and time required for recovery based on the doctor's evaluation at that time. The employee shall receive the lesser of the doctor's stated time for recovery or 184 days per incident.
5. Any employee donating sick leave days may give up to a maximum of (10) ten days, providing he/she does not deplete his/her own sick leave balance to less than (30) thirty days. Only earned sick leave may be contributed. Advanced sick leave may not be contributed.

C. Personal Leave

Upon written request to the Superintendent, each classified employee of the Board shall be granted without loss of pay a maximum of three (3) personal leave days. Personal leave days are not to be granted on days consecutive with school holidays, in-service days and/or vacation. Requests must be received by the Superintendent at least three (3) work days in advance of requested date unless otherwise waived by Superintendent. All staff shall be notified within three (3) work days if request is approved or denied. If denied, a written/e-mail stating reason of denial will be give to the employee.

Unless permission is specifically granted by the Superintendent, no more than one employee from each classification can use the same day. In case of duplication of dates, earliest request received will be given priority. If requests are submitted on the same day and the earliest submission cannot be determined, then the most senior employee shall be given priority.

Personal days are to be used for activities which are reasonable and proper and normally cannot be conducted after school hours and cannot be used for other employment or for financial conflict of interest.

The personal leave days shall be unrestricted, unless the personal leave request is for the time period of May 1st through the end of the student school year. Personal leave requests for this time period must include a reason for the leave. Reasons shall also be required if the applicant is applying for an exception to the guideline above if personal leave is requested that would fall on days consecutive with school holidays, in-service days, and/or vacation days.

D. Bereavement Leave

Bargaining unit employees shall be granted a paid leave of up to three (3) days for death in the immediate family for each occurrence. This leave shall not be deducted from employee's accumulated sick leave. Immediate family shall be parents, children, step-children, in-laws, grandparents, grandchildren, great grandchildren, sister, brother, spouse, aunts and uncles. Up to two (2) additional days of absence, chargeable to sick leave, may be used at the time of the death.

Two days of sick leave shall be granted upon the death of relatives, other than specified above, to the niece/nephew degree of relationship.

E. Notification of Accumulated Sick Days

1. Classified employees may accumulate sick leave up to 265 days.
2. All classified employees will be notified each pay period by the Treasurer of their total accumulated sick leave as of the end of the previous pay period, as indicated on their individual pay stubs.

F. Miscellaneous Leave of Absence

Definition: Leave under this provision is unpaid time off employee's regular work schedule.

A written request must be submitted to the Superintendent at least thirty calendar days in advance. If the Superintendent is satisfied that an emergency exists, he/she may authorize said leave with less prior notice.

The Superintendent may grant leave based on the needs of the school district, availability of adequate substitute for employee requesting leave, reason for request and frequency of request from employee.

No leave of absence shall exceed two weeks or ten (10) consecutive work days, whichever is longer.

Unpaid leaves of absence in excess of two weeks may be granted upon written request by the employee only when the employee has exhausted all other types of leave for which they qualify.

If leave is granted by the Employer, it will not exceed a one-year period. It is the responsibility of the employee on leave to notify the Superintendent not more than five weeks or less than four weeks prior to the termination of his/her leaves and subsequent return to work.

Upon returning, the employee shall be reinstated in his/her position without loss of pay rate, benefits experience level, or seniority.

G. OAPSE Conference

An advanced notice of five (5) days is required for use of leave for OAPSE conference leave.

Upon request and submission of announcement (dates, time, place and sponsoring organization), a maximum of three days leave with pay will be granted annually for two bargaining unit members to attend a state-wide conference/meeting of OAPSE. If an alternate(s) is/are named in the original request, they may attend in lieu of the original employees if the Superintendent is notified at least two days before the meeting. No two employees from the same classification may be gone at the same time and the Board bears no other expense.

Additionally, a third bargaining unit member may attend a statewide conference/meeting of OAPSE for up to three days without pay. This bargaining unit member may, however, use any of his/her unused personal leave for this purpose.

Any employee holding a state or district office with OAPSE shall have thirty (30) days release time for official duties. The Crestline Treasurer will be reimbursed for all expenses related to the employee absence by the Crestline School District.

H. Personal and Sick Leave Sell Back

Bargaining unit members may, at their discretion, sell back two (2) days of personal leave and/or three (3) days of their sick leave accumulated in the current year at 75% of their hourly rate, based on the employee's regular work schedule at the time of the request. Bargaining unit members may sell back a fourth and fifth day of their sick leave accumulated at 75% of their per hourly rate, based on the employee's regular work schedule at the time of the request in the current year if they have used 3 or less sick days in the current year. This sell back option must be exercised during the month of May each year, with payment being made in July of the same year. Bargaining unit members who choose not to use the above "sell

back option” may elect to have three (3) unused personal day added to their accumulated sick days.

I. Calamity Days

All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to epidemic or other public calamity.

All 260 day employees will report to work on days when school is closed owing to epidemic or other public calamity unless there is a level 3 snow emergency or calamity creates unreasonable work conditions in the building. Exceptions to this may be made if agreed upon by the immediate supervisor and the superintendent.

J. Jury and Court Leave

A unit member upon written request to the Superintendent shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. Such leave shall be with pay provided the compensation received from the court is remitted to the Board.

A unit member who is subpoenaed to appear as a witness in a court of law in a legal proceeding directly arising out of their employment shall be granted paid leave for the number of days or partial days needed to give testimony. Such leave shall be granted upon written request to the Superintendent and evidence of the subpoena.

In the event that an employee is summoned for jury duty on a day or days when the employee is on unpaid status, he/she will be entitled to retain all compensation received from the court.

A unit member who is subpoenaed as a witness in a court of law shall be granted paid leave for the number of days or partial days needed to give testimony. Such leave shall be granted upon written request to the superintendent and evidence of the subpoena.

In the event that an employee is summoned for jury duty on a day or days when the employee is on unpaid status he/she will be entitled to retain all compensation received from the court.

If a unit member is assaulted by a student or parent, when acting in an official capacity, and the member files charges, he/she will be granted paid time release for court testimony.

2014/2015

1.00%

STEP	PAY GRADE A	PAY GRADE B	PAY GRADE C	PAY GRADE D	PAY GRADE E	PAY GRADE F
	Educ Asst/AIDE	Lib. Asst. Ath Fac Maint	Cooks	Cust. Maint.	School Secretary	Bus Driver Maint. EPC Bus Mech
0	\$10.47	\$10.73	\$10.89	\$12.09	\$12.26	\$14.98
1	\$10.73	\$10.98	\$11.15	\$12.34	\$12.51	\$15.24
2	\$10.98	\$11.23	\$11.41	\$12.60	\$12.77	\$15.74
3	\$11.23	\$11.49	\$11.66	\$12.85	\$13.02	\$16.26
4	\$11.49	\$11.75	\$11.92	\$13.11	\$13.28	\$16.68
5	\$11.75	\$12.00	\$12.17	\$13.36	\$13.53	\$17.10
6	\$12.00	\$12.26	\$12.43	\$13.62	\$13.79	\$17.44
7	\$12.26	\$12.51	\$12.68	\$13.88	\$14.04	\$17.96
8	\$12.51	\$12.77	\$12.94	\$14.13	\$14.30	\$18.30
9	\$12.77	\$13.02	\$13.19	\$14.38	\$14.56	\$18.81
10	\$13.02	\$13.28	\$13.45	\$14.64	\$14.81	\$19.24
11	\$13.28	\$13.53	\$13.70	\$14.90	\$15.06	\$19.49
13	\$13.45	\$13.70	\$13.88	\$15.06	\$15.24	\$19.66
16	\$13.62	\$13.88	\$14.04	\$15.24	\$15.40	\$19.83
18	\$13.79	\$14.04	\$14.22	\$15.40	\$15.58	\$19.92
20	\$13.96	\$14.22	\$14.38	\$15.58	\$15.74	\$20.09
23	\$14.13	\$14.38	\$14.56	\$15.74	\$15.92	\$20.26
25						

One (1) full year of service in the school district counts as one (1) year of service towards placement on the pay scale.

Progression by an employee through the steps of the applicable pay grade shall be based on the employee's full years of service as indicated by the step number.

One hundred twenty (120) work days in a contract year shall be sufficient for credit for one year's experience for placement on the salary schedule.

Steps shall be awarded with the beginning of the new contract year.

PAY GRADE LISTING

- A) Educational Assistant/Aide
- B) Library Assistant
- B) Athletic Facility Maintenance
- C) Cooks
- D) Custodial Maintenance
- E) School Secretary
- F) Maintenance EPC
- F) Bus Drivers
- F) Bus Mechanics

2015/2016

1.00%

STEP	PAY GRADE A	PAY GRADE B	PAY GRADE C	PAY GRADE D	PAY GRADE E	PAY GRADE F
	Educ Asst./AIDE	Lib. Asst. Ath Func Maint	Cooks	Cust. Maint.	School Secretary	Bus Driver Maint. EPC Bus Mech
0	\$10.47	\$10.73	\$10.89	\$12.09	\$12.26	\$14.98
1	\$10.73	\$10.98	\$11.15	\$12.34	\$12.51	\$15.24
2	\$10.98	\$11.23	\$11.41	\$12.60	\$12.77	\$15.74
3	\$11.23	\$11.49	\$11.66	\$12.85	\$13.02	\$16.26
4	\$11.49	\$11.75	\$11.92	\$13.11	\$13.28	\$16.68
5	\$11.75	\$12.00	\$12.17	\$13.36	\$13.53	\$17.10
6	\$12.00	\$12.26	\$12.43	\$13.62	\$13.79	\$17.44
7	\$12.26	\$12.51	\$12.68	\$13.88	\$14.04	\$17.96
8	\$12.51	\$12.77	\$12.94	\$14.13	\$14.30	\$18.30
9	\$12.77	\$13.02	\$13.19	\$14.38	\$14.56	\$18.81
10	\$13.02	\$13.28	\$13.45	\$14.64	\$14.81	\$19.24
11	\$13.28	\$13.53	\$13.70	\$14.90	\$15.06	\$19.49
13	\$13.45	\$13.70	\$13.88	\$15.06	\$15.24	\$19.66
16	\$13.62	\$13.88	\$14.04	\$15.24	\$15.40	\$19.83
18	\$13.79	\$14.04	\$14.22	\$15.40	\$15.58	\$19.92
20	\$13.96	\$14.22	\$14.38	\$15.58	\$15.74	\$20.09
23	\$14.13	\$14.38	\$14.56	\$15.74	\$15.92	\$20.26
25	\$14.33	\$14.58	\$14.76	\$15.94	\$16.12	\$20.46

One (1) full year of service in the school district counts as one (1) year of service towards placement on the pay scale.

Progression by an employee through the steps of the applicable pay grade shall be based on the employee's full years of service as indicated by the step number.

One hundred twenty (120) work days in a contract year shall be sufficient for credit for one year's experience for placement on the salary schedule.

Steps shall be awarded with the beginning of the new contract year.

ARTICLE 12

CONDITIONS OF EMPLOYMENT

A. Payroll Procedures

The annual salary of each employee is established on the basis of twenty-six (26) pay periods, payable every other Friday. When a payday falls on a holiday, the pay will be made on the preceding work day.

Effective on the September 14th, 2007 payroll, all biweekly pay shall be made by electronic transfer of funds to employee accounts.

Overtime pay for classified employees will be paid the FIRST pay after the Treasurer has been so notified.

Deductions from pay are made for: unauthorized absences, the employee's share of retirement contributions as determined by the School Employees Retirement System and all tax deductions as required by state and federal law... Other deductions approved by the Board of Education are: United Appeal, credit union, tax sheltered annuities and state OAPSE dues. The Board agrees to remit the deducted dues for OAPSE members to the state Union treasurer monthly with a list showing the names of the employees who dues are being sent.

The Employer agrees to deduct regular Union membership dues, fees and assessments biweekly from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed authorization form must be presented to the Treasurer by the employee or the local Union Officer or an OAPSE representative. Upon receipt of the proper authorization, the Treasurer will deduct Union dues, fees and assessments from the payroll check for the pay period following the pay period for which the authorization was received by the Employer and in which Union dues, fees and assessments are normally deducted.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the Employer, its agents, and its representatives harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall be relieved from making such individual "check-off" deductions upon (1) termination of employment, or (2) transfer to a job other than

one covered by the bargaining unit, or (3) layoff from work, or (4) an agreed unpaid leave of absence, or (5) revocation of the "check-off" authorization.

Employees may revoke their "check-off" authorization within ten (10) calendar days of the expiration of this Agreement. Such revocation must be in writing and served upon the Treasurer of the District and OAPSE.

The Employer shall not be obligated to make dues, fees or assessments deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to equal the dues deduction.

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred.

The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement except as otherwise provided in this Agreement.

Political Contributions

The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE 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 deduction 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.

Agency Shop

All present members of OAPSE and individuals employed after January 1, 1996, shall pay either a fair share fee or a membership fee to OAPSE.

Each employee covered by this section, who fails to maintain membership in the Union, shall be required as a condition of employment or within sixty (60) days following the beginning of employment to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit.

Any employee providing the Treasurer a written authorization for Union dues deduction shall have Union dues deducted for the remainder of the life of this contract and cannot revoke this dues deduction authorization once made except for the last ten (10) days of the contract.

The fair share fee amount shall be certified to the Board by the Treasurer of the local union and shall not exceed the dues regularly required of union members. The deduction of the fair share fee from any earnings of the employee shall be automatic of payroll deductions.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

The Union shall defend and indemnify the Board 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 for purposes 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. The Union shall be permitted to appoint legal counsel for defense and indemnification purposes to assist the Employer's assigned representatives.

Tax sheltered annuities shall be limited to a maximum of five companies. Until current number is reduced to less than five, no new annuity carriers shall be added.

B. In-service Workshop

The fall in-service day will be a paid day; there will be two options.

1. Attend the OAPSE in-service meeting.
2. Work the day of teacher in-service day at a task related to their own job classification.

The Union shall supply the Superintendent a list of those attending the In-service day meeting.

C. Overtime Pay

Overtime must be authorized in advance by the building principal or appropriate supervisor; however, overtime will be paid for work found to have been an emergency worked on the initiative of an employee (such as to prevent flooding in the middle of the night).

Overtime will be paid at not less than one and one-half (1 ½) times the employee's regular rate of pay for work in excess of eight hours in any one day (twenty-four

hour period), except for bus drivers who shall be paid at not less than one and one half (1 ½) times the employee's regular rate of pay for work in excess of 40 hours per week.

Work performed on paid holidays will be at the regular rate in addition to the holiday pay.

Work performed on Sundays will be at double regular rate regardless of number of hours of work (service) that week.

All other work will be compensated at the regular rate for the first forty hours of work in a calendar week and at one and one-half (1 ½) times the regular rate for work performed in excess of forty hours in a calendar week.

The term "work" being herein defined as actual service performed at regular assignment or special task assigned by the immediate supervisor or Superintendent. Work does not mean compensation paid on the basis of holidays.

Regular employees assigned to the building in question will be given first choice at overtime work, **using a rotating seniority list, and then** a substitute may be called in.

If the kitchen facilities in the schools are used to prepare food, a cook must be employed, if available for all activities.

For any non-Crestline Public School activities in the school buildings after regular custodial hours, a custodian will be on duty, if available, and paid a minimum of 2 hours; one hour to open the building and see to the needs of the users and one hour to clean up and secure the building at the close of the activity.

D. Disciplinary Action

1. Discipline shall be imposed upon bargaining unit employees only for just cause as determined by the Superintendent.
2. Discipline less than discharge will be undertaken for corrective purposes only.
3. Disciplinary action shall be made in writing and served by certified mail or hand delivered upon the employee. Notice shall indicate specific charges, penalty contemplated and other pertinent information.

4. **Progressive Discipline:** Discipline may include:

- a. Verbal warning
- b. Written reprimand
- c. Suspension and/or working suspension
- d. Demotion (where applicable)
- e. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The Employer, solely in its discretion, may repeat a given level of discipline.

5. **Disciplinary Hearing:** Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons; the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by an employee representative or a non-employee representative of OAPSE during such response.

E. Evaluation

All evaluations will be relevant to an employee's job duties and/or job description. Employees shall have the right to respond in writing to said evaluation and said response will be attached to and become part of the evaluation file. The employee will receive a copy of the evaluation prior to being filed.

F. Personnel Files

1. Personnel files shall be maintained at the Board of Education's central administration office. Personnel files shall be kept complete and updated. All records of disciplinary action shall cease to have force and effect after two (2) years provided there is no similar intervening disciplinary action.
2. Upon request to the Superintendent or his/her designee, each employee, with his/her Union representative, if he/she so desires, may inspect his/her

personnel file maintained by the employer without loss of pay. Copies of employee files will be provided without cost to the employee. Requests to inspect should be made reasonably in advance and not unreasonably detract from the employee's work day.

3. An employee shall receive a copy of "job related offense" before it is placed in his/her personnel file or it will be invalid. The employee shall have the right to respond in writing to any material in their file. Said response shall be attached to and become part of that document. The response shall be included should dispersal of the original document be made.

G. Employees' Meetings

When the Superintendent or his/her designee calls a meeting of any bargaining unit employee or group of employees that occurs outside of the regular work day schedule, the bargaining unit employees involved shall be paid at the appropriate rate of pay.

H. Notice of Annual Salary

The Board of Education shall cause notice to be given annually, not later than August 15, to each classified school employee as to the salary to be paid during such year. The number of hours worked and the number of days worked in a year will be detailed on the annual salary notices and/or contract. Such salary shall not be lower than the salary paid during the preceding school year unless such reduction is part of the uniform plan affecting the classified employees of the entire district or is consistent with Article 9. Salary may be reduced if an employee bids down to work less hours. This section does not prevent increases of salary after the Board's annual notice has been given.

I. Substitutes/ Working out of Classification

At the discretion of each immediate supervisor, substitutes will be solicited for all job classifications and called when an employee is absent. Bargaining unit members will not be required to call for substitutes before or after regular work hours.

Whenever an OAPSE member is reassigned to work in another classification, they will be paid at their regular hourly rate for the time worked in the other classification. When a substitute is needed in another classification and OAPSE members are available they must be called upon first. The member must be on the non-certified substitute list and be available for the hours that are available. They will then be utilized as a substitute and will receive their regular rate of pay. EX: a part time aide may be used in the kitchen, office, bus, custodial etc. as long as it

does not interfere with their regular work schedule unless assigned by their supervisor and then a substitute may be utilized for the position that needs filled.

If a first shift custodian/cook calls off the second shift, most senior custodian/cook shall be called and offered the hours before calling a substitute. **ONLY ONE (1)** call will be made. Any long term condition that requires an employee to be off the same criteria will be followed.

J. Bus Routes

Bus drivers will establish their routes. They will document their routes and include all mandatory information as prescribed in State Law. These routes will be updated, with all mandatory information as prescribed in State Law, by the drivers as needed with the addition/subtraction of students. The routes will be kept on the bus and a copy will be maintained by the bus mechanic and the administrative office. Drivers will use a counted workday in the second half of the summer to write their route. Routes will be turned in to the Superintendent for review and approval and taken to the board for approval so to meet the State Law of routes being approved prior to the start of school. After running the routes, drivers shall use the first in-service day to update their routes.

Bus drivers will bid by seniority for their bus route and also for the bus to be utilized for their route. Management reserves the right, after the bus bid meeting, if necessary and economically better for the district, to change buses at any time. Notification and proof of necessity must be given to the driver and the union (in writing) two (2) weeks prior to the change if at all possible.

Time records must be kept in accordance with the Fair Labor Standards Act. The time sheet will be use for the purpose of clocking in for each route and for extracurricular trips. In return, the drivers will be excused at the conclusion of their route once the chosen clean-up period has been fulfilled. Extra time reported must have an explanation on the time sheet. Time accrued beyond contracted hours (excluding extracurricular trips) will be calculated on a weekly basis. All employees working directly out of the bus garage facility will be required to use time sheets.

The use of the time sheet will remain in effect for extracurricular trips.

Bus drivers are to keep the interior of the bus clean and neat on a daily basis. Bus drivers will be paid \$15.00 each time they wash and clean the outside of the bus during non-contracted hours, to a maximum of two (2) times per month for nine (9) months at their discretion or at the discretion of the classified supervisor. The appropriate form must be completed and approved by the classified supervisor before submission to the Treasurer for payment.

All bus drivers will be paid at least the same number of hours as paid in the previous school year until the bus bid meeting, unless provisions of Article 9 (lay-off) have been implemented. Prior to the start of the contract year for drivers, the Superintendent or his/her non-bargaining unit designee will establish new routes and out of district runs for the next school year and determine the drive time needed for the proposed routes and extra runs. Between September 15th and October 15th, a meeting shall be held between the Crestline Board of Education or its designee, the local OAPSE President, and the bus driver's representative designated by the Union. This meeting shall be for driver selection of routes extra runs (an opportunity to provide suggestions to improve routes established by the Board of Education). The bus bid meeting shall follow.

The following will be the basis for pay calculation for all driving time:

All regular drivers shall be paid at their regular hourly rate for all time spent driving routes. Time spent talking to parents, documenting child behavior, talking to principals and writing/amending route sheets shall be acceptable reasons for overtime, however these conditions must occur as an extension of the regular routes. Actual time in excess of agreed route time or for these conditions must be approved by the Superintendent. Any extra time reported must have an explanation on the time sheet.

All regular drivers will be paid an additional thirty minutes of non-driving time. Drivers shall report for duty fifteen minutes before the start of their morning route, this time shall be used for the pre-trip inspection. Drivers shall remain on duty for fifteen (15) minutes at the end of their AM or PM route to be used for clean up, fueling, etc. This time shall be included as part of the daily contracted time.

Extra runs outside of the district shall be paid at their regular rate of pay and shall be included as part of the daily contracted time however, if a driver does not complete all transportation as outlined in all school district's calendars, they will be docked for the time they did not complete the obligation.

Extra-curricular trip (athletic or academic) pay shall be computed from the actual start time of the trip regardless of the regular route time. All trips shall be paid at the driver's regular rate of pay. **Drivers shall clock out and clock in for different duties.**

K. Bus Drivers – Extracurricular Trips

All extra trips will be offered at a meeting of regularly employed bus drivers. Said meeting will be held three (3) times per year (normally just prior to each sport's season, one (1) fall meeting, one (1) winter meeting, and one (1) spring meeting. Drivers must be present at the meeting. Selection of the extra trips will be on a rotating basis. All drivers will be given a list of trips for the season. The most

senior driver will begin by selecting one (1) trip from the list. The next senior driver shall then select a trip and so on until each driver has selected or refused one trip. This rotation shall continue until all trips are selected or refused. Unanticipated trips shall be offered to all bargaining unit member drivers on a rotational seniority basis. All unanticipated trips shall be numbered and posted in the bus garage within one (1) work day after the Employer becomes aware of the trip. Drivers wishing to take such unanticipated trips shall sign the posted trip sheet. Such trips shall be awarded on a rotational seniority basis. A driver who accepts or rejects a trip shall move to the bottom of the rotation and the next unanticipated trip will be first offered to the next most senior driver. If a trip comes in with less than forty-eight (48) hours notice, one phone call shall be placed to the next driver in rotation. After one phone call is made without response, the trip may be offered to the next most senior driver.

Bus drivers will be paid their regular rate of pay for hours worked for all extracurricular trips. Bus drivers are responsible for their assigned bus during the entire time of the trip. If a driver consents to a refreshment stop (meals, treat) going to or returning from a trip, time must be deducted from total travel time, except if designated on trip ticket.

Drivers may voluntarily give up the regular route to take an extra-curricular trip provided the applicable driver obtains the prior approval of the Superintendent. Such approval shall not be unreasonably withheld. However, in such an event, contract time will be deducted.

Any trip that is canceled without notifying the driver assigned shall receive two (2) hours minimum pay for non notification.

L. Use of Cameras on the Bus

The Board of education has the right to install cameras as it deems necessary for the protection, safety, and security of students, employees and property. The content created by such cameras may be reviewed by driver and Administration in order to view the circumstances giving rise to a specific event and if employee misconduct is discovered, an employee may be subject to discipline. If discipline is implicated by such a review, the employee will be notified of the alleged misconduct within a reasonable time of the discovery. The employee will be afforded an opportunity to review the content related to the employee and present the employee's side of the incident prior to any discipline. The language of this provision is not intended to create any individual right to privacy other than that already provided as a matter of law.

M. **New Driver Training**

Regular drivers will be selected by the Superintendent to provide training and experience to new and/or prospective drivers. Drivers so selected will be paid their regular rate of pay for the hours worked beyond the regularly scheduled contract day throughout the duration of the training period. When the new driver is on the regular run with the training driver, no additional compensation is provided to the training driver.

The most senior unit member that gives notice to the Superintendent by August 31st shall have their training paid for by the Employer to become an On-Board-Instructor (OBI). The OBI will then be required by the Employer to train new drivers as outlined in this section in the Agreement. If the position of OBI becomes vacant, this process shall repeat.

N. **Educational Assistant Assignment/Library Assistant Extended Contract**

All Library Assistants will be granted a 10-day extended contract.

Classified employees shall not be used in lieu of using a substitute teacher.

O. **Employee Schooling**

Upon successful completion of courses or workshops required by the Board of Education to improve employee's proficiency or efficiency on his/her job, said employee will receive a onetime bonus of **fifteen (15.00)** per hour for each hour of class time spent in the course or workshop. The above conditions are in effect if employee has not been compensated in any other way for the time or expense.

P. **Licensing**

It shall be the responsibility of each employee to obtain the proper and valid license as required by state law. The Board shall reimburse all monies for the proper and valid license as required by the state for the current position of said employee.

Q. **Contracts**

1. The initial employment of employees covered by the bargaining agreement will be for one (1) year. Removal from this employment shall not be appealable.

2. Employees retained after Step I of this procedure will be employed for a period of two (2) years. Removal from this employment shall be for just cause only.
3. Employees retained after the procedure in Step 2 shall be granted a continuing contract. Personnel employed prior to the effective date of this Agreement shall be grandfathered according to the Agreement expiring June 30, 1988 which states that they will be employed on an initial contract of 180 days prior to being issued a continuing contract.

R. **Commercial Driver's License**

The Board shall be responsible for all fees and expenses for drivers to secure their Commercial Driver's License and be qualified to drive a school bus. The expenses shall include the abstract, testing, physical examination and approved in-service training. This section shall not be construed to obligate the Board to pay the above described expenses when a driver loses their CDL due to the actions of the driver (i.e., failed drug screen, insurance exclusion, etc.).

S. **Travel Allowance and Workshops**

Approved travel both inside and outside of the district shall be reimbursed at the maximum rate which the Internal Revenue Service allows for business mileage reimbursement.

T. **Professional Leave**

Upon approval of the Superintendent and/or his/her designee, employees may attend professional meetings which are related to their assignment. Requests are to be made at least 3 weeks prior to the meeting date. Bargaining unit members shall be reimbursed for the expenses incurred as a result of approved attendance at such meetings up to the following limitations:

- a. registration, at the membership rate or at the advanced registration rate, whichever is less;
- b. maximum mileage rate, which the IRS allows as a deduction for business travel (when more than one member attends the meeting, mileage will be paid to one person for every four (4) persons making the trip or round trip, tourist class air fare, whichever is less;
- c. Meals when out of the district to a maximum of \$30.00 per day or actual cost whichever is the lesser.

- d. Lodging for a maximum of two nights. When one member of the same sex attends, lodging will be paid for one hotel room for every two people.
- e. Taxes and tips cannot be paid by the Board of Education. A tax exempt form will be provided to the employee who requests that hotel costs be paid. The only exceptions are Taxes charged by hotel known as "bed tax" and Taxes paid when meetings occur outside the state of Ohio
- f. Following return from a professional leave, the bargaining unit member shall report to the Superintendent and share information and materials gained.

U. **Summer Work**

Summer work shall be defined as starting with the first work day after school is out and ends with the day before school starts. All summer work, which cannot be performed by regular employees during summer months, shall be offered to the bargaining unit members not working. Bargaining unit members who desire such work shall sign a roster sheet prior to April 1st of each school year. Employees shall be called out from this roster according to district seniority. Employees shall be paid at the current substitute rate. All jobs must be posted before April 1st of each school year so that the roster sheet may be signed. If all jobs are not filled by bargaining members, a second posting shall be made for outside hiring. The April 1st posting will be for a maximum of ten (10) days. It is understood that the work usually entails heavy lifting and moving, is labor intense, and performed under the watchful eyes of custodians on duty. Expectations would be that any one hired for this work is physically capable of doing it and willing to follow the direction of the custodian to whom they are assigned. The position of mowing the facility grounds shall continue to be posted and bid in accordance with this section regardless of which months the position is scheduled to work.

V. **Callout Pay**

Any employee that is called into work by the administration after his/her regular work day or before the beginning of the regular work day or weekends, shall be paid a minimum of two (2) hours at his/her regular pay.

W. Student Employment

The Board shall not employ any student under the secondary school or college work study program or any state or federally funded work experience program in any position that would replace or reduce hours of any employee in the bargaining unit.

Students or Parents shall not be used as volunteers/ substitute for instructional purposes in any position.

X. Labor Management Committee

The Superintendent (or designee) and the Union agree to establish a Labor Management Committee to confer on issues of mutual concern.

The purpose of the Committee shall be to aid in communications. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussion held by this Committee shall not be construed as negotiations or as an official decision-making process. The discussions of this Committee shall not result in modifications or additions to this Agreement, but may result in a memorandum of agreement on issues other than those included in this Agreement.

This Committee shall consist of representatives of both the Union and the Board.

The Superintendent will designate two (2) members of the Administration to serve on the Committee. The Union President will designate no more than one (1) member from each classification to serve on the Committee. The Superintendent (or designee) will chair the Committee.

Either party can request a meeting of the Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up shall be limited to those included in the agenda.

The meeting shall be held at times and places mutually agreed upon however there shall be a limit of five (5) meetings per year.

A joint statement prepared and agreed to by the Union representatives and the Board representatives may be made at the conclusion of each Committee meeting. Committee reports will be sent to all concerned parties.

ARTICLE 13

OTHER BENEFITS

A. Insurances

All full time employees shall be eligible for the following insurances. Full time employees shall be those contracted for at least 180 days and 6 hours per day. The only exception to this definition shall be bus drivers who drive an a.m. and p.m., routes or one route at four (4) hours or more each school day. All others shall be considered part time and not eligible for these insurances. The Board agrees not to employ more than three (3) part time employees in each classification. The employment of a part time employee will not be done for the purpose of eliminating a full time position.

All members of the bargaining unit hired after December 31, 1995 agreement shall be entitled to hospitalization insurance benefits only if they are hired to work six (6) hours or more a day for at least 180 days a year.

1. Hospitalization and Major Medical Insurance

The Board will provide medical coverage equal to the current company. The Board may change the carrier during the life of this contract, but may not change the coverage without bargaining (With the understanding that all RX will be covered according to the Caremark Drug listing. Overrides that currently occur in order to comply with July 1, 2007 plan booklet [due to the switch to OMERESA] will cease to happen).

Full-time bargaining unit employees shall have the option of selecting a health care plan offered by the Employer.

Effective July 1, 2010 the Employer shall pay ninety-three percent (93%) of the cost of the individual or family health insurance plan, whichever is applicable, for each full-time bargaining unit member who elects to participate in the Employer's group health insurance plan.

The balance of the cost of the health insurance plan shall be paid by the employee through payroll deduction.

Bargaining unit members choosing to participate in the employer's health insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of an insurance orientation with the Treasurer or thirty (30) calendar days after their first day of work in the district (full time, new hire, qualifying events).

There shall be an open enrollment period annually for current district employees from June 1, through June 30th annually. Bargaining unit members not previously participating in any or all of the insurance programs of the District must complete the necessary and appropriate paperwork with the Treasurer to enroll in those insurance programs on or before June 30th. In such circumstances the coverage will be effective July 1 of that year.

Any payments due by the employee for health insurance coverage shall be automatically deducted from the employee's paycheck.

The Employer agrees to establish a Health Care Flexible Spending account for each full-time bargaining unit member who chooses to participate in the district health insurance program. The Employer will set aside \$700.00 annually for family coverage and \$350.00 annually for single coverage to reimburse those employees for un-reimbursed medical expenses incurred during the plan year which are not covered by the District's Health Insurance plan and are defined by IRS Code Section 213. The employee forfeits any unspent funds in the account at the end of the year.

2. **Non-Participation Option**

A full-time employee shall have the option to not be covered by the health insurance plan of the district and will be reimbursed at the rate of \$200.00 per month for the family plan and \$90.00 per month for the single plan, provided the employee was eligible for the appropriate plan, each month the employee does not participate. Employees covered by the Employer's plan through their spouse are not eligible for reimbursement.

Employees wishing to elect this non-participating option must notify the Treasurer of the District within thirty (30) calendar days of an insurance orientation session with the Treasurer or thirty (30) calendar days after their first day of work in each contract year (full time, new hire, qualifying events).

In addition to the open enrollment period (once a year), an employee who selected this non-participation option and who loses primary coverage due to a qualifying event will become eligible for benefits as determined by the plan.

3. **Life Insurance**

Full time classified employees of the staff will be provided with a life insurance policy and an accidental death and dismemberment policy in the face amount of \$40,000 each.

4. **Dental Insurance**

Effective July 1, 2010 the Employer shall pay ninety-three percent (93%) of the cost of the individual or family dental insurance plan, whichever is applicable, for each full-time bargaining unit member. Bargaining unit members choosing to participate in the employer's dental insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of their first day of work in the district when they become eligible for insurance benefits (full time, new hire, qualifying events).

Benefits shall be at least equal to the current company.

Full-time bargaining unit employees will have an option to select a dental care plan offered by the Employer.

5. **Insurance Review Committee**

OAPSE agrees to participate with the Board of Education and CEA to form an Insurance Study Committee for the district. OAPSE will select **three (3)** members of the bargaining unit to be representatives on this committee.

The goal of this committee shall be to gather information, study and research alternative insurance options and monitor the performance of the existing insurance plan and funds and to make every reasonable effort to improve the quality of health, dental, and vision care and stabilize the cost of the insurance plans. The duties of the committee shall be to review and analyze all pertinent healthcare and insurance information germane to the purpose of the committee and to recommend appropriate changes to each of their respective entities.

The Superintendent shall call the first meeting of the committee and the committee will then choose a chairman by consensus of the committee members. The chairperson shall serve a term of one (1) school year.

The Administration shall provide the committee with aggregate health and financial information as requested subject to applicable law. Under no conditions will personally identifiable medical information be exchanged. The Administration shall pay for all reasonable costs incurred that pertain to material and training fulfilling the purpose of the committee. Release time for the members of the committee shall be made available such as to allow members to complete their purposes.

Members of the committee shall not be subject to any adverse impact due to membership on said committee. The committee shall determine the

duration and frequency of all regular meetings. Appropriate work products shall be furnished to Administration, the OAPSE and CEA on a quarterly basis.

All parties clearly understand that this committee cannot alter the insurance plans of the district. Recommendations from the committee will be made to each of the represented parties.

6. **Section 125 Plan**

The Board will institute a section 125 plan to shelter the employee's contribution towards insurance.

7. **Vision Insurance**

Effective July 1, 2010 the Employer shall pay ninety-three percent (93%) of the cost of the individual or family vision insurance plan, whichever is applicable, for each full-time bargaining unit member. Bargaining unit members choosing to participate in the employer's vision insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of their first day of work in the district when they become eligible for insurance benefits (full time, new hire, qualifying events).

Full-time bargaining unit employees will have an option to select a vision care plan offered by the Employer. The plan offered by the Employer shall be at the sole discretion of the Employer but will provide for a \$10.00/\$25.00 split co-payment, as well as the below listed co-payments.

Examination:	Once every 12 months with a \$10 copayment
Lenses:	Once every 12 months with a \$25 copayment
Frames:	Once every 12 months with a \$25 copayment.

B. **Vacation**

The following will apply to bargaining unit employees employed for 260 days (including holidays and vacation) per year. Bargaining unit employees under contract less than 260 days/2080 hours per year are considered part-time (less than 260 days) employees for the purpose of vacation time and do not accrue paid vacation time. Vacation shall be accrued with each new contract year, not anniversary date of employment. Employee's that are hired midyear shall accrue pro-rated vacation based upon their employment date through the end of the year.

Paid vacation will be granted on the following basis:

1. Employees having at least one (1) full contract year of employment but less than six (6) full contract years shall receive two weeks of paid vacation time per year.
2. Employees having at least seven (7) to twelve (12) full contract years shall receive three weeks of paid vacation time per year.
3. Employees having thirteen to nineteen full contract years receive four weeks paid vacation time each year.
4. Twenty or more full contract years receive five (5) weeks paid vacation.
5. All bargaining unit employees entitled to paid vacation shall request approval from their immediate supervisor prior to scheduling vacation.
6. No more than two weeks at a time will be taken for vacation. Special circumstances that require more than two weeks may be approved by the Superintendent.
7. Upon termination of services, an employee is entitled to compensation of the unused vacation as prorated from the last anniversary date to the date of separation. In the event of death of an employee who is entitled to vacation time, that paid vacation time will be paid to his/her estate.

If an employee is not continuing in service the following school year, any vacation time due him/her shall be taken prior to June 30. Continuous employment means consecutive, uninterrupted duty.

C. Holidays

All employees are allowed holidays which are observed by the District during their duty time. Employees days off will correspond with the school calendar. Normally, paid holidays for employees working at least 220 days are as follows:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day and one-half the workday before Christmas Day
4. New Year's Day
5. Martin Luther King Day
6. Good Friday
7. Memorial Day
8. Independence Day
9. **President Day**

Normally, paid holidays for employees working ten (10) or fewer months will be as follows:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day and one-half the workday before Christmas Day
4. New Year's Day
5. Martin Luther King Day
6. Good Friday
7. Memorial Day

If Christmas Day falls on a Saturday, the previous Friday will be the paid day off. If Christmas Day falls on a Sunday, the following Monday will be the paid day off.

D. Retirement Compensation

1. Retirement shall be defined to mean actual retirement directly from employment in the Crestline Exempted Village School District and acceptance in the School Employees Retirement System within 180 Days of the last day of employment.
2. Upon retirement, bargaining unit members shall be entitled to severance pay that shall be computed in the following manner:
 - a. One half (1/2) of their accumulated sick leave at the time of retirement to a maximum of:
 1. Seventy-seven (77) days if retiring during the current contract year or after.
 - b. The payment shall be based on the member's hourly rate, based on the regular work schedule of the employee at the time of retirement (excluding supplemental).
 - c. Payment will be made upon the member having fulfilled the requirements of this section. The retiree shall receive his/her severance pay in two (2) payments. Fifty percent (50%) of the retiree's severance pay shall be received in the calendar year of his/her retirement. The remaining fifty percent (50%) shall be paid to the retiree in January of the succeeding calendar year.

3. In the event of the death of a bargaining unit member who is eligible for retirement benefits, the severance pay due shall be payable to the estate. The deceased bargaining unit member must be eligible for service retirement and/or survivor benefits under the provisions set by the School Employees Retirement System. In this instance, the Treasurer shall issue a check for the amount of the individual's severance pay to the bargaining unit member's estate designee upon verification of eligibility.

Severance payment to the estate of the deceased bargaining unit member shall not negate the distribution of that member's life insurance benefit.

E. Hiring of Retired Employees

1. Employment

- a. The Board retains the right to re-employ retired employees. However, when a request is made by a bargaining unit member considering retirement, the Superintendent shall give the individual a written answer as to whether or not he/she will be recommended as a re-employee of the district. Such indication shall be given upon the retiree surrendering a letter of resignation.
- b. Each year of employment shall be under a one-year contract.

2. Insurance

The employed retiree shall have the right to choose any other insurance packages available.

3. Contracts

The employed retiree shall be granted written contracts pursuant to the Negotiated Agreement as if he/she were an employee initiating employment with the Board.

4. Severance Pay

Employed retirees shall accrue sick leave pursuant to the Negotiated Agreement. However, the employed retiree shall not be eligible for severance pay when they leave the employment of the Board.

5. Reduction in Force

An employed retiree shall accrue seniority rights pursuant to the Negotiated Agreement from the date that he/she is re-employed by the Board. No previous service time shall be used to determine seniority for the purpose of a reduction in force.

6. Negotiated Agreement

All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all employed retirees unless expressly stated.

ARTICLE 14
SUB-CONTRACTING

No outside contractor will be used to replace any classification within the bargaining unit for the term of this Agreement. However, subcontracting may be utilized when agreed upon by both the union and the board without loss of hours to an employee/employees. It is further understood that the union will not unreasonably deny agreeing upon subcontracting.

ARTICLE 15
OPERATING PROCEDURE

A. Criminal Records Check

1. All criminal records checks will be conducted following Ohio Revised Code. All new employees may be considered conditional. Conditional means the Board may employ an applicant conditionally until the criminal record check is completed and the board receives the results. If the results of the criminal records check indicate that the applicant or employee does not qualify for employment, the Board shall release him/her from employment without following any termination procedures under this agreement.
2. Background checks and fingerprinting that is required by law shall continue to be one-hundred-percent (100%) paid for by the Employer.

B. Periodic Meetings

The Union shall appoint one member and the President who can meet from time to time with the Superintendent or his/her representative to discuss recommendations and suggestions for improvement of services in any of the various departments in which members are serving. Such meetings shall be held upon request. All meetings provided for under this Agreement shall be during a time when the Union representatives attending such meetings are off duty. A field representative of the Union may meet with Superintendent and this committee.

C. Drug and Alcohol Testing

1. Drug/alcohol testing may be conducted on employees (pre-hire, reasonable suspicion and physical examination for all employees; post-incident and random for those employees required to maintain a Commercial Driver's License). In addition, any probationary employee required to maintain a Commercial Driver's License may be required as a condition of employment to participate in any unannounced mandatory drug test scheduled during the probationary period.

Bargaining unit employees may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if they are involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

2. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures.
3. Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.
4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release

for disclosure of the testing results. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee including withholding payment for any days the employee has already been suspended. The use of illegal substances, on or off duty, will ordinarily result in termination of employment. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

5. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

6. If the testing required above has produced a positive result indicating use of a non-illegal drug, the Employer may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled

substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

7. If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.
8. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, other than post-incident testing, shall be at the employee's expense.
9. All tests results taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 16 **LIABILITY**

- A. The board agrees to provide liability coverage for its employees as required by Ohio Revised Code.
- B. Administering of prescription medication will be the responsibility of the principal, primarily. However, in the principal's absence or unavailability, only those bargaining unit members designated by the Board of Education or Superintendent are to administer prescription medication. Bargaining unit members shall not be required to administer injections.

The Board will assume full responsibility for administering medication when Board adopted policy is followed.

ARTICLE 17 **WORK STOPPAGE**

Since adequate provisions have been made in this policy for settlement of disputes that arise between parties hereto, the parties agree that there will be no lockout by the Board of Education, no strike, work stoppage, slowdown or other interruption of work by the Union or its members during the term of this contract. A violation of this clause will represent a breach of this contract and render all agreements herein null and void.

ARTICLE 18

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated Agreements not contained herein and prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

If any provision of this Agreement or the application of any provision shall be rendered or declared invalid, unlawful or not enforceable by court action or by reason of any existing or subsequently enacted legislation or state regulations, then such provision shall not be applicable, performed or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

From time to time, it is understood by both parties that understandings and agreements may be made in an effort to better manage the district and/or working terms and conditions for the employees. In these cases a Memorandum of Understanding (MOU) may be utilized in order to clearly identify a means of operation. However, it is understood that OAPSE Local #416 and the Crestline Board of Education must ratify all MOU's and that MOU's shall have no force or effect until such ratification has occurred by both parties.

ARTICLE 19

ORGANIZATIONAL RIGHTS

The employer shall recognize one (1) representative at each building and one (1) representative for the bus drivers as official Union Representatives.

The Board authorizes the Union to use school mail boxes for distribution of Union bulletins, newsletters or circulars, to use a portion of a bulletin board in employee lounges or workrooms to disseminate information to members and to allow representatives to call meetings of Union members within the building outside the employees scheduled work day.

The Union may use school telephones, fax machines, copier machines, computers, internet service, email, and audio-visual equipment. The Union use of such items shall not interfere with school's business use of these items. The Union will bear the cost of all materials, fees, bills, repair or replacement of items damaged through misuse or abuse while in use by the Union.

ARTICLE 20 **SCHOOL CALENDAR**

Members of the bargaining unit shall have the opportunity to have input into the school calendar for the next school year. Such input will be processed by the Association and must be filled with the Superintendent by January 15 of the year prior to the implementation of the proposed calendar. The Superintendent shall give consideration to said input.

ARTICLE 21 **ASSAULT LEAVE**

A bargaining unit member who is absent from his/her assigned duties because of a physical injury resulting from a physical assault while acting within the scope of employment shall receive assault leave on the following basis for the period of Physical disability.

First Five (5) days – assault leave

Thereafter, three (3) sick days, then one (1) day of assault leave.

Assault Leave shall be with pay.

Assault leave granted pursuant to this section shall not be charged to a member's accumulated sick leave; however, an individual member may desire and elect to use sick leave for days absent due to an assault. If a member elects to use sick leave, said leave would be granted in accordance with ORC 3319.141.

A member of the Association bargaining unit shall not qualify for payment of used assault leave until the Assault leave form has been submitted.

Payment of assault leave shall be at the rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the ORC.

ARTICLE 22

ME TOO CLAUSE – In the event that the CEA (Crestline Education Association) settlement of wages, steps, and employee contribution towards the insurance premium results in a more favorable settlement to those employees than what was received by OAPSE Local #416 under this Agreement, an adjustment will be made in this Agreement which will provide OAPSE Local #416 with the same compensation package.

ARTICLE 23
DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective, except as otherwise provided, upon ratification of the Agreement by the parties and shall continue in full force and effect until the thirtieth day of June, 2017, at which time it shall expire. **THERE SHALL BE A REOPENER IN ACCORDANCE WITH Article 5 A in 2015 for wages and benefits only.**

Upon ratification of the Collective Bargaining Agreement (CBA) between the Crestline Exempted Village Schools Board of Education (The Board) and the Ohio Association of Public School Employees Local 416 (The Union), the Board shall provide the OAPSE President forty (40) copies of the CBA. The Board of Education will provide the Union President with these copies.

The OAPSE President will be responsible for distribution of one (1) copy to each current employee and future employees during the length of this Contract. Employees who lose copies or request additional copies must pay for them. Any money collected for this purpose must be deposited with the Treasurer into the general fund.

In witness whereof, the parties execute this Agreement on 1st day of July, 2014.

FOR THE CRESTLINE EXEMPTED
VILLAGE SCHOOL DISTRICT:

Robert Salvato
Crestline Ex.
Village Board of Education

Bradd Stevens
Bradd Stevens, Treasurer, Crestline Ex.
Village Board of Education

Noreen Mullens
Noreen Mullens, Superintendent, Crestline
Exempted Village School

FOR OAPSE LOCAL #416:

Amy Law
Amy Law, President OAPSE #416

Jeff Teeple
Jeff Teeple, Vice President OAPSE #416

Bev Payne
Bev Payne, Treasurer OAPSE #416

Patti Huber
Patti Huber, Secretary OAPSE #416

Dave Adam
Dave Adam, OAPSE FIELD REP

OAPSE LOCAL 416
STEP _____

OAPSE OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local 416 as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____
Signature of Union Representative _____ Title _____
Date Presented to Management Representative _____
Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

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