



NEGOTIATED AGREEMENT

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**CRESTVIEW LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

and

**CRESTVIEW LOCAL
OAPSE CHAPTER #300**



AUGUST 1, 2015 - JULY 31, 2018

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ARTICLE I – RECOGNITION AND NEGOTIATION PROCEDURE

A. Recognition

1. The Crestview Local School District Board of Education, hereinafter referred to as the “Board” recognizes Crestview Local OAPSE Chapter #300, hereinafter referred to as the “Association,” as the sole and exclusive bargaining agent for all noncertified personnel and aides in the school district, except casual substitutes, supervisory personnel, and confidential employees.
2. The bargaining unit includes all full time and regular short hour employees in the following classifications which are regularly assigned to a work schedule:
 - a. Bus Driver
 - b. Head Cook
 - c. Regular Cook
 - d. Cafeteria Cashier
 - e. Custodian
 - f. Secretary
 - g. Dishwasher
 - h. Cafeteria Server
 - i. Technology Assistant
3. In the event that a new classification or position is created, the Board and the Association will meet to determine whether such classification or position will be included in the unit; and, if included, the parties will negotiate a wage schedule for the new classification or position.

B. Negotiations Procedure

Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party ninety (90) days prior to the expiration of this contract. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiations session. The first negotiations session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiations session, either party may be represented by no more than five (5) representatives.

If the parties mutually agree to conduct negotiations during the working hours of an association bargaining team member, the Board shall attempt to accommodate said member by permitting him to make up lost work time interrupted by negotiations. These accommodations, if made, would only be available to employees such as custodians who have some flexibility in completing working duties.

Dispute Settlement Procedures

If, after forty-five (45) calendar days from the first negotiations session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

D. Agreement Procedure

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties.

ARTICLE II – LEAVES OF ABSENCE

A. Sick Leave

1. All full time classified employees of the Crestview Local School District shall be granted sick leave at the rate of one and one-fourth (1¼) days for each month of service totaling fifteen (15) days per year.
2. Maximum sick leave accumulation shall be two hundred thirty-five (235) days. Sick leave accumulation shall be recorded and reported in terms of days, and no adjustment to sick leave accumulation shall be made regardless of changes in the employee's schedule.
3. Sick leave may be used in accordance with Ohio Revised Code 3319.141, with immediate family being defined as parent, spouse, children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, stepparents, and step children, and dependent relative living in same household.
4. Each newly hired employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave in the initial school year, to be charged against sick leave he/she subsequently earns. If a deficit sick leave balance exists at the time of an employee's employment with the Board terminates, those days shall be deducted from the employee's final paycheck.
5. Sick leave may not be used in increments smaller than one half (1/2) day.
 - a. For those people with multiple jobs, if the job/duty that you are absent from accounts for less than 50% of your total daily work hours, you will be charged one half (1/2) day sick leave. If the job/duties that you are absent from accounts for more than 50% of your total daily work hours, you will be charged a whole (1) day of sick leave.

B. Personal Leave

1. A maximum of three (3) days personal leave per year may be used by employees without loss of pay, when requested. As per RC 124.386(A) personal leave is to be used for "mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, weddings, religious holidays...or any other matter of a personal nature." Staff members are entitled to one (1) unrestricted personal leave, but must provide a reason that complies with ORC 124.386(A) for other personal leave requests. Members should indicate on the personal leave request that it is either unrestricted (1 request) or restricted (2 requests) and if it is a restricted request a reason must be provided for the request that is in compliance with ORC 124.386 (A).

2. Personal leave is not cumulative, and the building principal, supervisor, and/or superintendent must be notified at least forty-eight (48) hours in advance. The only exception to this prior notice would be one of an extreme, critical nature.

Personal leave may not be used on a day preceding or following a day school is not in session either for a national holiday or other reason. Personal leave may not be used on the day scheduled for the opening or closing of school. Staff members who are eligible for holiday pay will be able to request consideration for a personal day prior to a day school is not in session, however they will forfeit their holiday pay. Not more than three (3) non-certificated employees can be excused on any given day with a maximum of two (2) from any one (1) building or job category.

3. Personal leave may not be used in increments smaller than one-half (1/2) day.
 - a. For those people with multiple jobs, if the job/duty that you are absent from accounts for less than 50% of your total daily work hours, you will be charged one half (1/2) day personal leave. If the job/duties that you are absent from accounts for more than 50% of your total daily work hours, you will be charged a whole (1) day of personal leave.
4. New employees who are hired after the beginning of the contract year will be credited with personal leave prorated to the number of months included in their initial contract. Partial days will be rounded up to the next nearest half day. At the beginning of the next contract year the employee will be credited with three (3) personal days at the beginning of the year.
5. Any employee who has up to two (2) unused personal leave days as of the end of the school year, may apply for reimbursement of \$100.00 per day. (Appendix I) To be eligible for this reimbursement, an employee must not have used a personal leave day in the last nine weeks of the school year. Payment for the unused personal leave day shall be paid the second payroll in June. Please note that this article item does not pertain to the Wellness day.

C. Jury Duty

- a. An employee who is summoned for jury duty shall be granted all necessary leave to meet this obligation and shall be compensated in accordance with Ohio Revised Code 3313.211.
- b. An employee who is summoned for jury duty or to testify in court as a witness shall be granted necessary leave to meet this obligation and shall be compensated in accordance with Ohio Revised Code 3313.211 with no loss of personal leave.

D. Association Leave

1. The Board agrees to permit the Association delegates to attend the Annual OAPSE Conference without loss of salary, but each such employee must pay their own expense(s) to attend such meeting.
2. Delegates shall not exceed two (2) in number and shall be determined by the Ohio Association of Public School Employees and shall not exceed a total of three (3) days per employee. Notification of delegates attending shall be provided the Superintendent at least ten (10) working days in advance of said meeting.

E. Leaves of Absence

Leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent. All leaves must be requested and granted in writing stating the reason for which they are requested, including the duration of the leaves requested. Typically a staff member will not be granted a leave of absence (without pay) until they have exhausted all personal leave and sick leave.

F. Assault Leave

1. Any employee of the Board who is physically assaulted while performing required duties and physically disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed twenty-four (24) days. The Superintendent may extend this leave beyond twenty-four (24) days in unusual circumstances.
2. To be eligible for assault leave, the employee shall: (a) apply for Workers' Compensation benefits; and, (b) make a written statement concerning the assault on forms provided by the Board.
3. A staff member receiving assault leave agrees to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. In any case, the staff member acting in a personal capacity has the right to take whatever legal action desired.
4. If Workers' Compensation benefits are paid, the Board shall pay to the employee receiving Workers' Compensation benefits, the difference between the benefits received and the employee's regular salary for a period not to exceed twenty-four (24) days.
5. If Workers' Compensation is denied, all days missed will be deducted from accumulated sick leave.

G. Bereavement Leave

1. An employee may use sick leave in the event of the death of an immediate family member being defined as parent, spouse, children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, stepparents, and step children, and dependent relative living in same household.
2. An employee may use personal leave in the event of the death of any other family member or friend.

H. Family Medical Leave (FMLA)

Members of the unit shall be entitled to leave as provided in the Family & Medical Leave Act and its associated regulations. For purposes of this section, "12 month period" is defined as the "12 month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

ARTICLE III – GRIEVANCE PROCEDURE

A. Grievance Procedure

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair consideration of their grievance.

B. Grievance Defined

A grievance is a written complaint involving the alleged violation, interpretation, or application of the Negotiated Agreement between the Board and the recognized employee organization.

C. Party in Interest

A grievance is defined as a dispute between an employee, group of employees, or the union and the employer concerning an alleged violation of a specific article or section of the Agreement. A grievance involving a specific employee(s) shall be signed by said employee(s).

A grievant shall have the right to be represented only by the union at all steps of the grievance procedure.

D. Grievance Procedure (Informal)

Prior to filing a formal grievance, the grievant shall discuss the problem with his/her immediate superior in an attempt to resolve the problem informally. If the grievant is not satisfied after completing this process, he/she may proceed to the formal grievance procedure.

E. Grievance Procedure (Formal)

1. Step One: Formal Conference with Immediate Superior Regarding Problem

- a. An employee may request a conference with his/her building principal or immediate superior within fifteen (15) days after the alleged violation occurs by submitting the grievance form.
- b. A conference to discuss the problem will be scheduled within five (5) working days after it has been requested. At this conference both parties shall make a sincere effort to resolve the problem.
- c. The immediate superior will give his/her decision in writing to the employee within five (5) working days after the conference.
- d. The employee may appeal the decision to the Superintendent within five (5) working days after receipt of same.

2. Step Two: Formal Investigation and Review by Superintendent

- a. The grievant may request in writing a review and investigation by the Superintendent.

- b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written appeal.
- c. A conference will be held with the employee and other interested parties invited by either participant at which time all parties may present information relative to the problem under study. The employee may invite an Association representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.
- d. This review will be completed and the decision communicated in writing to the parties involved in the proceedings within ten (10) working days after the final conference.
- e. The grievant may appeal the Superintendent's decision to the Board within five (5) working days of the receipt of the decision.

3. Step Three: Review by the Board

- a. The grievant may submit a written request to the Board for a review of the decision stating his/her points of disagreement with the decision. The Board will review all records of the proceedings and may confer with the parties involved. Such conferences shall be informal and in closed session. The Board may establish a committee of the Board to carry out the provisions of the section.
- b. If the grievant so desires, the Association shall be notified in writing of the appeal and given an opportunity to represent the employee or to present a written statement to the Board within ten (10) days of the written appeal.
- c. The Board shall render a decision in writing within fifteen (15) working days of receipt of the written appeal. A copy of this written decision shall be sent to the grievant.

4. Step Four: Arbitration

- a. If the grievant is not satisfied with the disposition at Step III, he/she may request that the issue be submitted to arbitration within seven (7) days after receipt of the Board's written disposition of the grievance.
- b. The arbitrator shall be selected by mutually requesting a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). Either party has the right to request a second list. The parties shall alternately strike a name from the list until a single name remains. Said person shall be designated as the arbitrator. The first party to strike a name shall be decided by the flip of a coin. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS.
- c. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties at the hearing.
- d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issued presented.

- e. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding.
 - f. The cost for the arbitration shall be shared equally by the Board and the Association. When the grievant files for arbitration without the express, written consent of the Association, he/she and not the Association shall be liable for one-half (1/2) of the cost of the arbitration.
5. Conferences required by this procedure will be scheduled at such time as will cause little or no disruption to the normal operation of the schools.

ARTICLE IV – DUES DEDUCTIONS

- A. The Board will deduct regular initiation fees and monthly dues from the pay of the employees covered by this contract upon receipt from the Association on individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature. These deductions shall be continuous from year to year, provided that any employee shall have the right to revoke such authorization by giving written notice to the Association at the time during the ten (10) days prior to the expiration of this agreement.
- B. The Board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. The Association shall forward to the Treasurer of the Board and the Treasurer of the Association by September 1 of each year the amount to be deducted for that year if changed from the previous year.
- C. Deductions shall be made in twenty-four (24) or twenty five (25) equal installments beginning in September and ending in July.
- D. The Board Treasurer shall forward to the Association State Treasurer the amount of dues along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the local Treasurer. This shall be done once each month.
- E. The Board agrees not to honor any check-off authorizations or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
- F. All bargaining unit members, effective with the 2007-08 contract shall either be 1) a member of the OAPSE Chapter #300 paying dues according to its structure; or 2) shall pay a service fee for representation, service and benefits in an amount equal to 1% of their total salary which shall be used for the OAPSE Chapter #300 scholarship fund. All bargaining unit members may either authorize a payroll deduction for the payment of dues or fees, or remit payment directly to the treasurer of OAPSE Chapter #300.

Notice of the amount of the annual service fee shall be transmitted to by the treasurer of OAPSE Chapter #300 to the Treasurer of the Board of Education on or about September 15 of each year during the term of this agreement for the purpose of determining amounts to be payroll deducted. The Board agrees to promptly transmit all amounts deducted to OAPSE Chapter #300.

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fees deductions were made, the period covered and the amount deducted for each.

Payroll deduction of such service fees shall commence on the first pay date which occurs on or after September 15th, annually. In case of bargaining unit members being newly hired after the beginning of the school year, the payroll deduction shall commence with the first pay date on or after thirty (30) days of employment in the bargaining unit position.

In relation to the payment of dues or fees, any bargaining unit member who fails to comply shall be subject to litigation for the collection of delinquent fees or dues. In all cases it shall be the responsibility of the OAPSE Chapter #300 to initiate and finance such litigation.

The OAPSE Chapter #300 shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this article.

The Treasurer of the Board shall, upon notification from the OAPSE Chapter #300, that a member has terminated membership, commence the deduction of the service fee with respect to the former member. The amount of the fee yet to be deducted shall be the annual service fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

ARTICLE V – COMPENSATION

A. Longevity Pay

A Three Hundred (\$300.00) longevity increment shall be granted for classified employees who have worked in the Crestview Local School District for fifteen (15) years or longer. A Four Hundred Fifty Dollar (\$450.00) longevity increment shall be granted for classified employees who have worked in the Crestview Local School District for twenty (20) years or longer. A Six Hundred Dollar (\$600.00) longevity increment shall be granted for classified employees who have worked in the Crestview Local School District for twenty-five (25) years or longer. This amount will be included with the last pay in July.

B. Hours of Work and Overtime

1. Workweek

The workweek shall consist of five (5) consecutive days during the week, Sunday through Saturday. This section shall not restrict the extension of the regular workday or week on an overtime basis when such is necessary to carry on the business of the school district. Any request by an employee to temporarily adjust his schedule shall be decided by the Superintendent on a case by case, non-precedent setting basis.

2. Overtime

Members of the bargaining unit shall be paid at the rate of time and one-half (1/2) for all hours worked in excess of forty (40) hours per week. Whenever possible employees shall receive twenty-four (24) hours prior notice of overtime except in case of emergencies. When nobody accepts the overtime, the least senior employee in that classification will be expected to perform the overtime as a condition of employment.

3. Report Pay

Employees required to attend a meeting, other than during their regular work schedule, will be compensated for their actual number of hours at their regular rate of pay.

4. Calamity Days

Since all bargaining unit members are under contract to work a specified number of days, and hours, when the Superintendent declares a calamity day, bargaining unit members will be required to report to work or to make up the day with no additional compensation.

Assignments for staff members on calamity days may include regular work schedule and or professional development as determined by the employee's immediate supervisor.

Bargaining unit members will be excused from making up three of the declared calamity days at the discretion of the Superintendent who may declare a calamity that warrants that the bargaining unit members not be in attendance.

5. Special Events, Extra Bus, and Absences

A. Transportation Absences

1. Part time regular drivers who drive less than twenty (20) hours per week will be given the first opportunity to fill in for a co-worker who will be absent from his/her route for more than ten (10) days.
2. If a driver is to be absent for more than ten (10) days, the absence shall be filled by a substitute for the first ten (10) days then it shall be offered to part-time drivers based on seniority.
3. The shorter route will be filled by qualified substitutes on a rotating schedule weekly.
4. In the event that there are more than two (2) drivers who work less than twenty (20) hours per week, only one (1) transfer will be permitted.

B. Extra Bus

1. Assignments for extra bus runs shall be offered to regular employees first on a rotating basis, before offering same to substitutes.
2. Bus drivers shall not be assigned to trips that would require the payment of overtime, however, these drivers will not lose their place on the seniority rotation if they are not able to drive the scheduled trip.
3. If a trip would result in all drivers being eligible for overtime then the trip shall be offered to a substitute. If no substitute is available, then the trip shall be offered to the first driver on the list who claimed overtime.

C. Special Events

1. Assignments for special events requiring a custodian or cafeteria staff member shall first be offered to regular employees on a rotating basis. If all cafeteria staff pass on the assignment, the assignment will then be offered to a substitute.
2. If an event would result in all regular employees being eligible for overtime then the event shall be offered to a substitute. If no substitute is available, then the event shall be offered to the first employee on the list who claimed overtime.

D. Absences

1. Qualified substitutes shall be used on a rotating basis.

E. Bus Aides

1. If the supervisor determines that an aide is needed on a bus, the position will first be offered to the regular bus drivers on a rotating basis. Bus drivers may not accept an assignment as an aide if it will place the driver into overtime. If all drivers pass on the assignment, the assignment will then be offered to a substitute. Compensation for the aide will be set at the minimum wage and the bus aide will be required to fill out a time sheet.

C. Wage Rate Schedules

1. See Appendices A through F for wage rate schedules.

Addendum

The Board agrees to increase the base salary for the 2016-17 school year by an additional one percent (1%) if the Board and State approved five year forecast in May of 2016 shows a minimum of \$350,000 unreserved fund balance for the years 2017 and 2018.

The Board further agrees to increase the base salary for the 2017-18 school year by an additional one percent (1%) if the Board and State approved five year forecast in May of 2017 shows a minimum of \$350,000 unreserved fund balance for the years 2018 and 2019.

D. Severance Pay

1. Severance Pay will be granted to an employee upon retirement from the district and verified by SERS. The amount will be determined by multiplying the per diem rate of the employee's pay at the time of retirement by twenty-five percent (25%) of the total number of accumulated unused sick leave days up to a maximum of one hundred twenty (120) days.
2. Additional severance days may be attained by accumulating sick leave beyond one hundred twenty (120) days according to the following scale:

<u>Accumulated Unused Sick Leave</u>	<u>Maximum Number of Severance Days</u>
121-130	37
131-140	38
141-150	39
151-160	40
161-170	41
171-180	42
181-190	43
191-200	44
201-210	45
211-220	46
221-230	47
231-235	48

3. This amount will be paid in a lump sum to the retiree on the date of his/her last pay or may be deferred to the next calendar year at the employee's option. The payment shall be exempt from deductions except as provided by law.

E. Compensation Pay

When an employee works at a higher hourly rated job for a period in excess of five (5) consecutive workdays on a temporary basis, that employee shall receive the base rate of the new job or his/her own rate, whichever is higher.

F. SERS Pickup

1. The Treasurer of the Board shall contribute to the School Employees' Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory wage reduction from the hourly wage otherwise payable to such classified employee.
2. The total annual wage for each employee shall be the wage otherwise payable under his/her contract. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage; and, (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution by said employee as a "pickup" of the SERS employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pickup" amounts) and its employee contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to SERS based upon the total annual wage, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage less the amount of the "pickup." The Board shall report for municipal income tax purposes as employee's total annual wage said employee's total annual wage including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
5. The "pickup" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.
6. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. The provision shall be effective and the "pickup" shall apply to all payroll payments.

8. The current taxation or deferred taxation of the “pickup” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pickup” will be deferred. If the IRS or other governmental entity declares the “pickup” not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

G. Paydays

1. Payday shall be on alternate Fridays in twenty-six (26) or twenty seven (27) equal pays beginning in August for the secretaries and custodians. For the bus drivers and cafeteria workers, paydays shall be on alternate Fridays in twenty-six (26) or twenty (27) equal pays beginning in September through August 31st. If the regularly scheduled payday falls on a holiday the pay date will be moved to the last regularly scheduled work day preceding the holiday.
2. The Board shall make direct deposit of an employee’s paycheck to the bank of their choice provided guidelines for electronic transfer of funds meets all Federal Reserve requirements. Paystubs are available via email or through HR Kiosk.

ARTICLE VI – VACATIONS

Vacation shall be granted to 260 day nonteaching employees according to the following schedule:

<u>Years of Service in District</u>	<u>Number of Weeks of Vacation</u>
One (1) year	Two (2) Weeks
Eight (8) years	Three (3) Weeks
Fifteen (15) years	Four (4) Weeks

Staff members must use vacation days earned through July 31st prior to September 1st. Although vacation leave does not accrue from year-to-year, staff members may elect to carry forward five (5) days vacation into the next year.

ARTICLE VII – INSURANCE

A. Medical Insurance

1. Hospitalization, surgical, and major medical insurance shall be provided for each classified employee and their family.
2. All employees hired by the Board prior to August 1, 2011, shall receive insurance coverage according to the following schedule:
 - a. Less than twenty (20) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty (20) or more hours per week: one hundred percent (100%) Board paid coverage.
3. All employees hired by the Board after August 1, 2011, shall receive insurance coverage according to the following schedule:
 - a. Less than twenty five (25) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty five (25) or more hours per week: one hundred percent (100%) Board paid coverage.

4. The Board may offer the JHP's "Bronze Plan" to any member of the bargaining unit who is not otherwise eligible for health coverage under the agreement effective August 1, 2014, in accordance with and pursuant to the terms and conditions of the Plan.

B. Network

The medical insurance plan shall include participation in a network in order to take advantage of hospital and doctor discounts. The employee is free to use the provider(s) of their choice. However, if a network provider is used, the employee will benefit.

C. Life Insurance

1. Life insurance coverage in the amount of Twenty-one Thousand Dollars (\$21,000.00) shall be provided to all classified employees.
2. All employees hired by the Board prior to August 1, 2011, shall receive insurance coverage according to the following schedule:
 - a. Less than twenty (20) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty (20) or more hours per week: one hundred percent (100%) Board paid coverage.
3. All employees hired by the Board after August 1, 2011, shall receive insurance coverage according to the following schedule:
 - a. Less than twenty five (25) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty five (25) or more hours per week: one hundred percent (100%) Board paid coverage.

D. Specifications

Specifications of coverage are attached to the contract and appear in Appendix G of the agreement.

E. Compliance

The Board agrees to comply with Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Act of 2008 and Michelle's Law (P.L. 110-381). The health benefits plan offered by the Board shall satisfy all requirements of the Affordable Care Act. Any direct change to the employee's contribution or benefits would be resolved with a Memorandum of Understanding.

F. Schedule of Coverage

1. The Board agrees that all members of the bargaining unit employed by the Board prior to August 1, 2011 shall receive insurance coverage according to the following schedule:
 - a. Less than twenty (20) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty (20) or more hours per week: one hundred percent (100%) Board paid coverage.
2. All employees hired by the Board after August 1, 2011, shall receive insurance coverage according to the following schedule:
 - a. Less than twenty five (25) hours per week: fifty percent (50%) Board paid premium;
 - b. Twenty five (25) or more hours per week: one hundred percent (100%) Board paid coverage.

G. Optical and/or Dental Reimbursement

An optical and/or dental reimbursement of Four Hundred Seventy-five Dollars (\$475.00) shall be paid to the employee or family member over the life of the contract.

H. Opt out of Medical Insurance

Each year, no later than December 10th, every employee with an alternate source of health care coverage (i.e. spouse's coverage) shall have the choice to opt out of medical insurance coverage effective for the next calendar year. The election is for medical and will remain in effect for the entire calendar year. By opting out, the employee will be paid a stipend of \$2,000.00. One-half (\$1,000.00) will be paid the first pay in June, and the second half will be paid the first pay in December. This election may only be revoked for the following reason:

- a. Loss of spousal insurance coverage.
- b. If the election is revoked, then the stipend payment will also be forfeited for the entire year.

I. High Deductible Insurance Plan Option

1. Each year between October 1, and November 15th, each employee will have the option to elect to participate in a High Deductible Insurance Plan for the following calendar year. If the employee does not elect to participate in the High Deductible Plan, they will automatically be enrolled in the traditional plan. Please note that once an option is elected for the following calendar year, the option cannot be changed until the next calendar year. The deductibles for the high deductible plan will be set at the IRS minimum required levels for in network. These deductibles may be subject to change as per the IRS requirements. For employees who elect the high deductible plan, the District will not be responsible for any income tax reporting requirements and employee tax responsibilities. The employee will be required to establish a Health Savings Account at a bank specified by the Board of Education. The Board will contribute to the employee's HSA (Health Savings Account) on the first pay of the calendar year for each employee participating in the High Deductible Insurance Plan 50% of the in network deductible for single or family plan. The employee will have the option to contribute to their Health Savings account as long as they are participating in the high deductible plan up to the IRS limits.

2. New employees hired for the 2015-2016 school year or after, will be required to participate in the High Deductible Health Insurance plan effective January 1st following their hire date and thereafter.

J. Staff Wellness Initiative

Employees on a traditional insurance plan may be able to reduce their deductible by 20% by participating in the Staff Wellness Initiative as outlined in Appendix H. Employees on a High Deductible plan could increase the "Board" contribution to their Health Savings account to 60% by participating in the Staff Wellness Initiative as outlined in Appendix H.

ARTICLE VIII – VACANCIES

A. A vacancy shall be defined as any position in the bargaining unit that the board decides to fill but that is currently vacant resulting from:

1. An employee's leaving employment as a result of a termination, resignation, nonrenewal, or death.

2. An employee's transfer to another bargaining unit position.
 3. An employee's assuming a non-bargaining unit position.
 4. An employee's leave of absence for more than ninety (90) working days, and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.
 5. The creation of a new bargaining unit position.
- B. A vacancy occurs the next workday following the day an employee leaves the position or when the Board takes official action on the request, whichever occurs first.

When a vacancy occurs, the Superintendent and the OAPSE President shall review the job description and determine if the qualifications for the job need to be modified due to changing job requirements. Providing a reduction in force is not being implemented, that vacancy shall first be made available to qualified personnel within the classification. If there are no qualified or interested applicants, the vacancy shall be posted for a period of five (5) days. Applications in writing shall be received within the posting period.

- C. Present classified employees will be considered in the following order prior to considering new employees, however, present personnel must meet all qualifications as determined by the Superintendent before they will be considered:
1. Personnel within that classification in order of seniority providing qualifications are met.
 2. Personnel from other classifications in order of seniority providing qualifications are met. Any transfer to a new classification will be made at the beginning rate of pay of the new classification.
 3. New personnel on basis of qualification.
- D. In order to be considered for a transfer, present employees must meet the qualifications as outlined in the job description. If present classified employees are transferred to a new or vacant position, a maximum of two transfers will be permitted from within the bargaining unit to fill the vacancies created by the transfer.
- E. All vacancies shall be posted with the intent to fill the position within forty-five (45) days from the date the vacancy occurs in accordance with the Agreement.
- F. Any bargaining unit member who advances to another job classification within the same job category, as defined below, shall be placed on their new salary schedule at the same step as was held in their previous position within that category. The categories and classifications are:

Cafeteria: Head Cook, Regular Cook, Cashier, Dishwasher, Server
 Custodian
 Bus Driver
 Secretary
 Technology Assistant

However, moving to a different category will forfeit their seniority and will be credited with their actual placement on the salary schedule at no higher than step three (3) regardless of years of employment in the district. For example, a cashier year twelve (12) to bus driver will require the employee to be placed on step three (3) of the salary schedule.

- G. Any employee who works in multiple positions at the school may resign from one (1) position and still retain the other position. For example, an employee who works as a server in the cafeteria and drives school bus may resign as a server and still retain bus driving job.

ARTICLE IX – REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce nonteaching staff due to abolishment of position, lack of funds, lack of work or building closures, the following procedure shall govern such reductions.
- B. Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the employee's present classification. Authorized leaves of absence shall not constitute an interruption of continuous service. Employment date in this paragraph refers to date of regular employment.
- C. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
1. Bus Driver
 2. Head Cook
 3. Regular Cook
 4. Cafeteria Cashier
 5. Custodian
 6. Secretary
 7. Dishwasher
 8. Cafeteria Server
 9. Technology Assistant
- D. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire, or otherwise vacate a position.
- E. The Board shall, upon the recommendation of the Superintendent, determine in which classifications the layoffs should occur and the number of employees to be laid off. In the classification of layoff, employees with one (1) year and two (2) year contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- F. Suspension of contract shall be considered by June 1 as to the effective date of layoffs. The Board shall prepare and give to each employee a list containing the names, seniority dates, and classification, and shall indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. Reasons for the layoff or reduction.
 2. The effective date of the layoff.
 3. A statement advising the employee of his/her rights of reinstatement from the layoff.

- G. For the classification in which the layoff occurs, reassignment or reinstatement shall be in the classification at the time of layoff. The Board shall prepare a reinstatement list and name all employees employed under one (1) and two (2) year contracts. These employees shall be placed on the reinstatement list in reverse order of layoff. The names of all employees employed under a continuing contract shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from the continuing contract list before any new employees are hired in that classification or any employee is reinstated from the one (1) and two (2) year contract list.
- H. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. The employee shall be notified by certified mail addressed to the classified employee's last known address. The employee shall have five (5) calendar days from the date of receipt in which to respond by certified mail to the employer. It is the responsibility of the classified employee to notify the Superintendent of any changes in address or phone number. Any employee who declines reinstatement shall be removed from the appropriate reinstatement list.
- I. If a position is not filled by an employee in the classification in which the layoff occurred, an employee from another classification may apply and be considered for the position if the employee is qualified.
- J. The employee's name shall remain on the appropriate reinstatement list for a maximum of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority and all previous rights related to wages and fringe benefits, but shall not accrue additional wage rate increments or years of service while on the recall list. A notice of reinstatement shall be made by certified mail.
- K. Placement on the wage rate schedule shall be at the same step the employee held at the time of layoff. If a wage rate schedule has been increased, the higher wage rate shall prevail, unless there is an overall reduction of wages.

ARTICLE X – TRANSPORTATION

Bus driver's payable driving time shall be computed using the following formula:

- A. All buses shall be parked at the bus garage when not on a scheduled route or on a field trip.
- B. In the morning, time will start from 15 minutes before pull-out.
- C. In the afternoon, time will start 15 minutes prior to designated bus arrival time on school premises or departure to other schools.
- D. In addition, each driver shall receive one-half (1/2) hour pay per day for fuel-up, clean-up, and routine maintenance. This time can be completed by the driver between the hours of 6:00 A.M. and 4:30 P.M.
- E Drivers will be paid according to the schedule below which includes time allotted for items A through D above:

1. Total hours for both a HS/MS route and an ES route	5 hours per day
2. Total hours for HS/MS route only	3 hours per day
3. Total hours for ES route only	3 hours per day

- F. In addition, drivers will be assigned to routes to balance schedules to meet the 5 hour per driver assignment.
- G. When transporting students for a school sponsored field trip or activity, when student numbers are ten (10) or under, it will not be necessary to request a letter of first refusal from the bargaining unit.
- H. Field trips shall be paid for fifteen (15) minutes before the scheduled departure time for school and end when pulling through the gate when completed. No additional clean-up time is permitted unless authorized by the Supervisor.
- I. The Board agrees to pay bus drivers at their regularly hourly rate of pay for all time required for random drug testing, to be performed off-site.
- J. The Board shall pay all fees for re-certification of bus drivers every six years as required by law for the state of Ohio.
- K. In the event of a bus driving vacancy, a maximum of two transfers will be permitted to fill the vacancy, with the most senior driver having first choice.

ARTICLE XI – MANAGEMENT RIGHTS

- A. Except as limited by the express written terms of this agreement, the Board retains the sole authority to determine the number and type of job classifications required to effectively operate the school district, including the right to create or abolish job classifications, and suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees in accordance with the rights granted to Boards under 4117.08(C) through (9) of the Ohio Revised Code.
- B. When a new bargaining unit position is created, the Board will give notice to the Association of the new bargaining unit position and its intended wage rate. At the Association’s request, the Board will negotiate the wage rate for the bargaining unit position.

ARTICLE XII – DISCIPLINARY PROCEDURES

- A. An employee may be disciplined for just cause only.
- B. The Board agrees that an Association representative shall be permitted to attend any disciplinary interview, meeting or hearing contemplated by this article.

ARTICLE XIII – DRUG & ALCOHOL TESTING FOR EMPLOYEES REQUIRED TO POSSESS A CDL

A. General Provisions

- 1. No covered employee may use alcohol or a prohibited drug while performing his/her duties. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug, the employee shall immediately cease performing his/her duties for at least twenty-four (24) hours from the time of the Board’s learning the results of such alcohol or drug test.

2. Covered employees shall submit to the following:
 - a. Pre-employment alcohol and/or drug test.
 - b. Post-accident alcohol and/or drug test.
 - c. Return to Duty Testing.
 - d. Random alcohol and/or drug test.
 - e. Reasonable suspicion alcohol and/or drug test.
 - f. Follow-up alcohol and/or drug test.
3. Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

B. Employee Assistance Program

1. Covered employees who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the employee assistance program including use of accrued sick leave and personal leave, and will qualify for the receipt of medical insurance benefits for treatment of substance abuse including follow-up care, to the extent that such benefits are provided under this collective bargaining agreement.
2. Voluntary disclosure of a drug or alcohol addiction by a covered employee will not subject a covered employee to disciplinary action unless such disclosure is made after the covered employee is selected to be tested or immediately prior to the selection of covered employees to be tested. Nothing herein shall prevent the Board from disciplining a covered employee for misconduct associated with his/her drug or alcohol use regardless of whether the employee has disclosed that she/he has a drug or alcohol addiction.

C. Disciplinary Action

A covered employee will be subject to disciplinary action under this Section, up to and including termination, for any of the following reasons, in accordance with the terms of this collective bargaining agreement:

1. Reports for duty or performs work while having an alcohol concentration of 0.02 or greater.
2. Reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug.
3. Refuses to submit to drug or alcohol testing.
4. Alters or attempts to alter alcohol and/or drug testing results.
5. Fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the covered employee leaves the scene of an accident prior to the submission of post-accident test, unless the covered employee's departure is to obtain necessary emergency medical care).

D. Miscellaneous

1. All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the covered employee's regular rate of pay, or at his/her overtime rate, if applicable. Any covered employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by a covered employee. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.
2. Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis – the employee, the employer, and the substance abuse professional – and the results shall not be presented until analyzed by a Medical Review Officer).
3. A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test results can be provided to any person except a government agency specified in the applicable federal regulations.
4. All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified (i.e. testing procedures and devices used will be set forth in 49 C.F.R. Part 40).
5. The alcohol and drug testing program shall be under the direction of the Superintendent or his/her designee.
6. Upon request of a bargaining unit member who is being sent for testing based upon reasonable suspicion, the Board will notify the Association of the employee being sent for such testing.

ARTICLE XIV – HOLIDAYS

A. Holidays

1. All 260 day employees will be compensated for the following holidays:
 - a. Independence Day
 - b. Labor Day
 - c. Thanksgiving Day
 - d. Day after Thanksgiving
 - e. Christmas Eve Day
 - f. Christmas Day
 - g. New Years Day
 - h. Martin Luther King Day
 - i. President's Day
 - j. Good Friday
 - k. Memorial Day
2. All other contract employees shall be compensated for all holidays listed in A-1 above except Good Friday, Independence Day, Christmas Eve Day and President's Day.

B. Holiday Eligibility

1. Except as otherwise provided in this article, an employee must be in paid status or properly excused on the employee's scheduled working day immediately preceding or following the holiday for which employee is paid. The working day refers to the last scheduled work day prior to the holiday (ie. If school is closed on a Thursday prior to Good Friday, the employee must work on Wednesday). An employee who requests and is granted a personal day prior to or following a holiday or school compensatory day will forfeit their holiday pay. Only bargaining unit members who are eligible for holiday pay will be able to request consideration for a personal day prior to or following a holiday or school compensatory day in exchange for forfeit of holiday pay. All other bargaining unit members fall under the provisions of Article II-B.
2. An employee required to work on a holiday shall be paid one and one-half (1½) times his/her regular rate of pay for all hours worked in addition to the holiday pay.
3. Holiday work must be authorized in advance by the employee's immediate supervisor.

ARTICLE XV – SCHOOL CALENDAR

The Board agrees to consider Association input in the planning of the school calendar. Association input must be received by February 1 of each year in writing from the Association President.

ARTICLE XVI – PERSONNEL RECORDS

A. Number of Personnel Files

The Superintendent will establish and maintain one (1) official file for each bargaining unit member. This file will be maintained in the central office.

B. Review of Personnel Files

Each employee shall, upon written request and at reasonable times, be permitted to review and receive copies of all materials in his/her personnel file.

C. Notice of Placement in File

Any employee shall have the opportunity to read any material placed in his/her personnel file. An employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.

D. Notice of Complaints

The employee shall be informed of any complaint by a parent and/or student which is directed toward him/her which will become a matter of record and placed in his/her personnel file.

E. Anonymous Communications

Anonymous letters or materials shall not be placed in the employee's file nor shall they be made a matter of record.

ARTICLE XVII – COMMUNICATIONS COMMITTEE

- A. A “Communications Committee” shall be comprised of the following: the Superintendent, all classified supervisors, two Board members, the OAPSE President, and a representative from each job category (Cafeteria, Custodial, Bus Driver, and Secretary). The committee will meet a minimum of three times throughout the course of a school year: early October, early February, and late May. The committee will discuss pertinent school matters such as professional development, working conditions and other matters that will be in the best interest of the school system.

ARTICLE XVIII—Reemployment of Retired Staff Members

- A. The Board is under no obligation to employ any retired staff member and there is no expectation of reemployment when a staff member retires from the District. Reemployed staff members who previously worked in the District do not need to be interviewed for any vacant position for which they apply. Reemployed staff who previously worked in the District are not guaranteed a particular assignment upon reemployment.
- B. Reemployed staff members will be placed on step zero (0) on the salary schedule upon reemployment. The reemployed staff member will advance one year on the salary schedule for each year employed following his/her reemployment.
- C. Reemployed staff members have the option of participating in the SERS health insurance program or in the District’s health insurance program. The reemployed staff member may not participate in both health insurance programs. If the reemployed staff member elects the District health insurance program or if the SERS decides not to provide health insurance for the reemployed staff member who initially selected the SERS health insurance program, the same monthly payments and provisions as outlined in Article VII shall apply. Life insurance premiums are the sole responsibility of the reemployed staff member. All payments will be made through payroll deduction.
- D. Reemployed staff members are not eligible for continuing contracts; rather they will be awarded a one (1) year contract that will automatically expire at the end of each school year without notice of non-renewal and without compliance to O.R.C. Sections 3319.08 and 3319.081. For purposes of reemployed staff members, the parties expressly agree that this provision supersedes and replaces O.R.C. 3319.08 and 3319.081 and differs from the rights of other staff members contained in the negotiated agreement. Performance evaluations of reemployed staff members will be conducted annually.
- E. Reemployed staff members may not accrue additional SERS credit as a result of their service following reemployment. Instead, the Board and the reemployed staff member shall make contributions to SERS that will fund a single life annuity payable to the employee following his/her period of service of reemployment. For additional information concerning the annuity see O.R.C. 3307.35.
- F. Seniority for reemployed staff members returning to service with the Board after retirement will return to zero (0) and shall remain at zero (0) years for the reemployed staff member’s entire “post-retirement” tenure. In the event of a reduction in force, the reemployed staff member will not have any of the bumping rights set forth in the negotiated agreement.
- G. Reemployed staff members are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

H. Reemployed staff members will not be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed staff members. Reemployed staff members shall earn 1¼ days of sick leave per month for the duration of their reemployment. Reemployed staff members may request an advance of up to five (5) days of sick leave if necessary. The reemployed staff member must reimburse the Board for any advanced sick leave which is not earned at the time the staff member separated his/her employment with the District. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.

ARTICLE XIX – CATASTROPHIC ILLNESS PROGRAM

- A. The Crestview Board of Education and the Crestview OAPSE Chapter #300 will establish a Catastrophic Illness/Injury Assistance Program. This program will permit full-time or part-time bargaining unit members to contribute one (1) personal leave day to a catastrophic illness/ injury assistance program
- B. Use of the Catastrophic Illness/Injury Program shall be limited to catastrophic illness/injury of the bargaining unit member, spouse, or dependent children. A doctor’s statement is required for consideration.
- C. Use of the Catastrophic Illness/Injury program may only be used when the bargaining unit member has exhausted all of his/her accumulated sick leave.
- D. The maximum number of days that an individual may request from the Catastrophic Illness/Injury Program will be ten (10) days.
- E. Participation in contributing to the Catastrophic Illness/Injury program is completely voluntary. The number of days accumulated for the Catastrophic Illness/Injury Program shall be limited to twenty (20) days per year. Any unused days will not roll over into the next year.
- F. The OAPSE Chapter #300 and the Crestview Board of Education shall establish a committee to oversee the administration of the Catastrophic Illness/Injury Program. This committee will be charged with maintaining the appropriate records, evaluating requests for receiving assistance from the Catastrophic Illness/Injury Program and shall be empowered to adopt other rules, regulations and make decisions as necessary to administer the program. The committee shall consist of the Superintendent, Treasurer, OAPSE Chapter #300 President and two bargaining unit members appointed by the OAPSE Chapter #300. All decisions of the committee cannot be grieved.
- G. Both the Crestview Board of Education and the OAPSE Chapter #300 understand and agree that this is a pilot program and will expire with the execution of a new collective bargaining agreement.

ARTICLE XX – DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this agreement, the Board shall print or duplicate and provide without charge to the employee a copy of this agreement to every employee in the bargaining unit. An additional twenty (20) copies will be made available to the President of the Association, if needed, during the term of this Agreement.

ARTICLE XXI – DURATION AND INTENT OF AGREEMENT

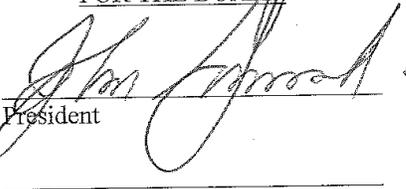
- A. This agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. During the life of this agreement, except by mutual agreement, neither party shall have a duty to negotiate with respect to any matter during such period.
- B. Any new memorandums of understanding that may be created during the term of the current contract shall be written into the contract at the negotiations meetings or will become null and void in the subsequent contract.
- C. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate.
- D. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- E. This contract shall be in effect from August 1, 2015 through July 31, 2018.

ARTICLE XXII – SIGNATURES

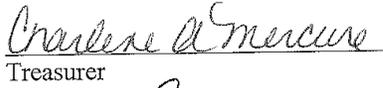
THIS AGREEMENT made and entered into this 10th day of June, 2015, by and between the Board and the Association for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of June, 2015, at Columbiana, Ohio.

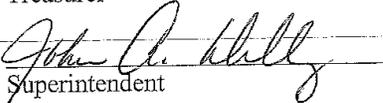
FOR THE BOARD



President

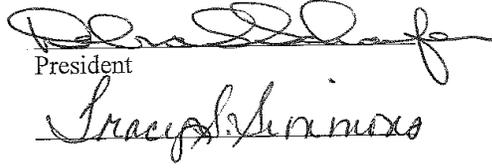


Treasurer

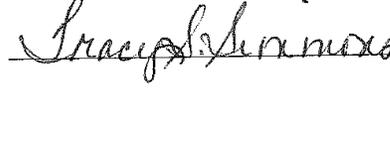


Superintendent

FOR THE ASSOCIATION



President



CRESTVIEW LOCAL SCHOOL DISTRICT
2015-16 WAGE RATE SCHEDULE

2.00%

Years	Head Cook	Regular Cook	Custodians	Bus Driver	Secretary	Cafeteria Cashier	Dishwasher	Cafeteria Server	Technology Assistant
0	13.75	13.62	14.45	15.21	14.45	13.26	9.15	13.26	14.45
1	13.90	13.77	14.60	15.36	14.60	13.41	9.30	13.41	14.60
2	14.05	13.92	14.75	15.51	14.75	13.56	9.45	13.56	14.75
3	14.20	14.07	14.90	15.66	14.90	13.71	9.60	13.71	14.90
4	14.35	14.22	15.05	15.81	15.05	13.86	9.75	13.86	15.05
5	14.50	14.37	15.20	15.96	15.20	14.01	9.90	14.01	15.20
6	14.65	14.52	15.35	16.11	15.35	14.16	10.05	14.16	15.35
7	14.80	14.67	15.50	16.26	15.50	14.31	10.20	14.31	15.50
8	14.95	14.82	15.65	16.41	15.65	14.46	10.35	14.46	15.65
9	15.10	14.97	15.80	16.56	15.80	14.61	10.50	14.61	15.80
10	15.25	15.12	15.95	16.71	15.95	14.76	10.65	14.76	15.95
11	15.40	15.27	16.10	16.86	16.10	14.91	10.80	14.91	16.10
12	15.55	15.42	16.25	17.01	16.25	15.06	10.95	15.06	16.25
13	15.70	15.57	16.40	17.16	16.40	15.21	11.10	15.21	16.40
14	15.85	15.72	16.55	17.31	16.55	15.36	11.25	15.36	16.55
15	16.00	15.87	16.70	17.46	16.70	15.51	11.40	15.51	16.70

- a. The rate for cooks performing night duty in a supervisory capacity only shall be \$8.10
- b. Each employee is entitled to a fifteen cent (\$.15) per hour increase above base for each year of service in the Crestview Local School District to a maximum of fifteen (15) years.
- c. Drivers shall not be docked clean-up time for field trips as long as the trip sheet covers the time left to the time returned.
- d. Drivers shall not pay fees for road travel, turnpike, or parking. An advance will be provided the advisor of the group.
- e. Breakfast – one-half (1/2) hour per day for head cook and one regular cook at the high school/middle school.
- f. On-Bus Instructor – The Board will offer a qualified driver the opportunity to serve as the District On-Bus Instructor. The selection of the staff member for this position will be at the Discretion of the Board. Pay will be based on a flat rate as follows:
 - Training and certifying of a new driver – 40 hours @\$16.00 per hour
 - Recertifying a veteran driver – 3.5 hours @ \$16.00 per hour
 - Training and in-services at drivers current wage

CRESTVIEW LOCAL SCHOOL DISTRICT
NONTEACHING EMPLOYEE COMPENSATION SCHEDULE
2015-16

Cafeteria		Hourly Wage Rate
Regular Cook	181 days x 6 1/2 hours = 1,176.50 hours	\$ 13.62
Head Cook	181 days x 7 hours = 1,276 hours	13.75
Dishwasher	As Needed	9.15
Cashier	As Needed	13.26
Server	181 days x 3 hours	13.26
Custodians		Hourly Wage Rate
Regular	260 days x 8 hours = 2,080 hours	\$ 14.45
Secretaries		Hourly Wage Rate
High School	220 days x 8 hours = 1,760 hours	\$ 14.45
Middle School	210 days x 8 hours = 1,680 hours	14.45
Elementary School	210 days x 8 hours = 1,680 hours	14.45
Special Education School Secretary	210 days x 8 hours = 1,680 hours	14.45
District Secretary	220 days x 3½ hours = 770 hours	14.45
Cashiers of Activity Funds		
High School ...	\$ 150.00	Middle School ... \$ 100.00
		Elementary School ... \$ 75.00
Bus Drivers		Hourly Wage Rate
Regular	178 days	\$ 15.21
Field Trips ... Initial 2 hours @ regular rate; additional hours @ \$8.10		
Year-end Bus Cleaning ... \$ 100.00 per year		
In-service and other scheduled meetings which are part of the school calendar ... hourly wage rate		
On-Bus Instructor		
Training and certifying a new driver	40 hours @ \$16.00 per hour	
Recertifying a veteran driver	3.5 hours @ \$16.00 per hour	
Training and In-services for OBI	at driver's current wage	
Technology Assistant		Hourly Wage Rate
Regular	240 days x 8 hours = 1,920 hours	\$ 14.45

CRESTVIEW LOCAL SCHOOL DISTRICT
2016-17 WAGE RATE SCHEDULE

2.00%

Years	Head Cook	Regular Cook	Custodians	Bus Driver	Secretary	Cafeteria Cashier	Dishwasher	Cafeteria Server	Technology Assistant
0	14.02	13.89	14.74	15.52	14.74	13.52	9.33	13.52	14.74
1	14.17	14.04	14.89	15.67	14.89	13.67	9.48	13.67	14.89
2	14.32	14.19	15.04	15.82	15.04	13.82	9.63	13.82	15.04
3	14.47	14.34	15.19	15.97	15.19	13.97	9.78	13.97	15.19
4	14.62	14.49	15.34	16.12	15.34	14.12	9.93	14.12	15.34
5	14.77	14.64	15.49	16.27	15.49	14.27	10.08	14.27	15.49
6	14.92	14.79	15.64	16.42	15.64	14.42	10.23	14.42	15.64
7	15.07	14.94	15.79	16.57	15.79	14.57	10.38	14.57	15.79
8	15.22	15.09	15.94	16.72	15.94	14.72	10.53	14.72	15.94
9	15.37	15.24	16.09	16.87	16.09	14.87	10.68	14.87	16.09
10	15.52	15.39	16.24	17.02	16.24	15.02	10.83	15.02	16.24
11	15.67	15.54	16.39	17.17	16.39	15.17	10.98	15.17	16.39
12	15.82	15.69	16.54	17.32	16.54	15.32	11.13	15.32	16.54
13	15.97	15.84	16.69	17.47	16.69	15.47	11.28	15.47	16.69
14	16.12	15.99	16.84	17.62	16.84	15.62	11.43	15.62	16.84
15	16.27	16.14	16.99	17.77	16.99	15.77	11.58	0.00	16.99

- e. The rate for cooks performing night duty in a supervisory capacity only shall be \$8.10
- f. Each employee is entitled to a fifteen cent (\$.15) per hour increase above base for each year of service in the Crestview Local School District to a maximum of fifteen (15) years.
- g. Drivers shall not be docked clean-up time for field trips as long as the trip sheet covers the time left to the time returned.
- h. Drivers shall not pay fees for road travel, turnpike, or parking. An advance will be provided the advisor of the group.
- e. Breakfast – one-half (1/2) hour per day for head cook and one regular cook at the high school/middle school.
- f. On-Bus Instructor – The Board will offer a qualified driver the opportunity to serve as the District On-Bus Instructor. The selection of the staff member for this position will be at the discretion of the Board. Pay will be based on a flat rate as follows:
- Training and certifying of a new driver – 40 hours @\$16.00 per hour
 - Recertifying a veteran driver – 3.5 hours @ \$16.00 per hour
 - Training and in-services at drivers current wage

CRESTVIEW LOCAL SCHOOL DISTRICT
NONTEACHING EMPLOYEE COMPENSATION SCHEDULE
2016-17

Cafeteria		Hourly Wage Rate
Regular Cook	181 days x 6 1/2 hours = 1,176.50 hours	\$ 13.89
Head Cook	181 days x 7 hours = 1,276 hours	14.02
Dishwasher	As Needed	9.33
Cashier	As Needed	13.52
Server	181 days x 3 hours	13.52
Custodians		Hourly Wage Rate
Regular	260 days x 8 hours = 2,080 hours	\$ 14.74
Secretaries		Hourly Wage Rate
High School	220 days x 8 hours = 1,760 hours	\$ 14.74
Middle School	210 days x 8 hours = 1,680 hours	14.74
Elementary School	210 days x 8 hours = 1,680 hours	14.74
Special Education School Secretary	210 days x 8 hours = 1,680 hours	14.74
District Secretary	220 days x 3½ hours = 770 hours	14.74
Cashiers of Activity Funds		
High School ...	\$ 150.00	Middle School ... \$ 100.00
		Elementary School ... \$ 75.00
Bus Drivers		Hourly Wage Rate
Regular	178 days	\$ 15.52
Field Trips ...	Initial 2 hours @ regular rate; additional hours @ \$8.10	
Year-end Bus Cleaning ...	\$ 100.00 per year	
In-service and other scheduled meetings which are part of the school calendar ... hourly wage rate		
On-Bus Instructor		
Training and certifying a new driver	40 hours @\$16.00 per hour	
Recertifying a veteran driver	3.5 hours @ \$16.00 per hour	
Training and In-services for OBI	at driver's current wage	
Technology Assistant		Hourly Wage Rate
Regular	240 days x 8 hours = 1,920 hours	\$ 14.74

CRESTVIEW LOCAL SCHOOL DISTRICT
2017-18 WAGE RATE SCHEDULE

2.00%

Years	Head Cook	Regular Cook	Custodians	Bus Driver	Secretary	Cafeteria Cashier	Dishwasher	Cafeteria Server	Technology Assistant
0	14.30	14.17	15.03	15.83	15.03	13.79	9.51	13.79	15.03
1	14.45	14.32	15.18	15.98	15.18	13.94	9.66	13.94	15.18
2	14.60	14.47	15.33	16.13	15.33	14.09	9.81	14.09	15.33
3	14.75	14.62	15.48	16.28	15.48	14.24	9.96	14.24	15.48
4	14.90	14.77	15.63	16.43	15.63	14.39	10.11	14.39	15.63
5	15.05	14.92	15.78	16.58	15.78	14.54	10.26	14.54	15.78
6	15.20	15.07	15.93	16.73	15.93	14.69	10.41	14.69	15.93
7	15.35	15.22	16.08	16.88	16.08	14.84	10.56	14.84	16.08
8	15.50	15.37	16.23	17.03	16.23	14.99	10.71	14.99	16.23
9	15.65	15.52	16.38	17.18	16.38	15.14	10.86	15.14	16.38
10	15.80	15.67	16.53	17.33	16.53	15.29	11.01	15.29	16.53
11	15.95	15.82	16.68	17.48	16.68	15.44	11.16	15.44	16.68
12	16.10	15.97	16.83	17.63	16.83	15.59	11.31	15.59	16.83
13	16.25	16.12	16.98	17.78	16.98	15.74	11.46	15.74	16.98
14	16.40	16.27	17.13	17.93	17.13	15.89	11.61	15.89	17.13
15	16.55	16.42	17.28	18.08	17.28	16.04	11.76	16.04	17.28

- i. The rate for cooks performing night duty in a supervisory capacity only shall be \$8.10
- j. Each employee is entitled to a fifteen cent (\$.15) per hour increase above base for each year of service in the Crestview Local School District to a maximum of fifteen (15) years.
- k. Drivers shall not be docked clean-up time for field trips as long as the trip sheet covers the time left to the time returned.
- l. Drivers shall not pay fees for road travel, turnpike, or parking. An advance will be provided the advisor of the group.
- e. Breakfast – one-half (1/2) hour per day for head cook and one regular cook at the high school/middle school.
- f. On-Bus Instructor – The Board will offer a qualified driver the opportunity to serve as the District On-Bus Instructor. The selection of the staff member for this position will be at the discretion of the Board. Pay will be based on a flat rate as follows:
- Training and certifying of a new driver – 40 hours @\$16.00 per hour
 - Recertifying a veteran driver – 3.5 hours @ \$16.00 per hour
 - Training and in-services at drivers current wage

CRESTVIEW LOCAL SCHOOL DISTRICT
NONTEACHING EMPLOYEE COMPENSATION SCHEDULE
2017-2018

Cafeteria		Hourly Wage Rate
Regular Cook	181 days x 6 1/2 hours = 1,176.50 hours	\$ 14.17
Head Cook	181 days x 7 hours = 1,276 hours	14.30
Dishwasher	As Needed	9.51
Cashier	As Needed	13.79
Server	181 days x 3 hours	13.79
Custodians		Hourly Wage Rate
Regular	260 days x 8 hours = 2,080 hours	\$ 15.03
Secretaries		Hourly Wage Rate
High School	220 days x 8 hours = 1,760 hours	\$ 15.03
Middle School	210 days x 8 hours = 1,680 hours	15.03
Elementary School	210 days x 8 hours = 1,680 hours	15.03
Special Education School Secretary	210 days x 8 hours = 1,680 hours	15.03
District Secretary	220 days x 3½ hours = 770 hours	15.03
Cashiers of Activity Funds		
High School ...	\$ 150.00	Middle School ... \$ 100.00
		Elementary School ... \$ 75.00
Bus Drivers		Hourly Wage Rate
Regular	178 days	\$ 15.83
Field Trips ...	Initial 2 hours @ regular rate; additional hours @ \$8.10	
Year-end Bus Cleaning ...	\$ 100.00 per year	
In-service and other scheduled meetings which are part of the school calendar ... hourly wage rate		
On-Bus Instructor		
Training and certifying a new driver	40 hours @\$16.00 per hour	
Recertifying a veteran driver	3.5 hours @ \$16.00 per hour	
Training and In-services for OBI	at driver's current wage	
Technology Assistant		Hourly Wage Rate
Regular	240 days x 8 hours = 1,920 hours	\$ 15.03

CRESTVIEW LOCAL SCHOOL DISTRICT
SUMMARY OF INSURANCE COVERAGE – SCHEDULE OF BENEFITS

MEDICAL – PPO

*Preadmission Testing	Usual, Customary and Reasonable
*Voluntary Second Surgical Opinion	Usual, Customary and Reasonable
*Supplemental Accident	Usual, Customary and Reasonable \$500.00 within 90 days
**Annual Routine Physical	Usual, Customary and Reasonable
**Annual Gynecological Exam	Usual, Customary and Reasonable
**Well-Child Care	Usual, Customary and Reasonable

A list of preventative services required to be covered at 100% (in-network only) can be found at:
www.healthcare.gov/law/about/provisions/services/lists.html

*Deductible and Coinsurance do not apply
**Deductible and Coinsurance do not apply to In-Network only

	<u>NETWORK</u>	<u>NON-NETWORK</u>
Deductible (per calendar year)		
Per Individual	\$750.00	\$1500.00
Per Family	\$1500.00	\$3000.00
<i><u>Benefit Percentage</u></i>		
Per calendar year after deductible.....	80%	60%
*Individual out-of-pocket maximum including the deductible	\$1000.00	\$2000.00
*Family out-of-pocket maximum including the deductible	\$2000.00	\$4000.00

*(Charges over UCR do not apply)

Hospital Expense Benefit	
Room and Board	Semiprivate Rate subject to deductible and coinsurance
Intensive Care	Usual, customary and reasonable subject to deductible and coinsurance
Maximum Duration	Unlimited days subject to deductible and coinsurance
Miscellaneous Services (Inpatient)	Usual, customary and reasonable subject to deductible and coinsurance

Inpatient Mental/Nervous Semiprivate Rate
 Maximum Duration 60 days per calendar year
 subject to deductible and coinsurance

Inpatient Drug and Alcohol Rehabilitation Semiprivate Rate
 Maximum Duration 33 days per confinement
 2 confinements per lifetime
 subject to deductible and coinsurance

Surgical Expense Benefit Usual, customary and reasonable
 subject to deductible and coinsurance

Anesthesia Benefit Usual, customary and reasonable
 subject to deductible and coinsurance

NOTE: The In-Network and Out-of-Network deductibles, copayments and Out of Pocket limits are separate and do not accumulate toward each other.

In-Hospital Medical Care Benefit
 Maximum Duration Unlimited days
 usual, customary and reasonable
 subject to deductible and coinsurance

In-Hospital Drug and Alcohol Rehabilitation
 Medical Care Benefit Usual, customary and reasonable
 subject to deductible and coinsurance
 Maximum Duration 33 days per confinement
 2 confinements per lifetime

Diagnostic X-Ray and Laboratory Usual, customary and reasonable
 subject to deductible and coinsurance

Radioactive and X-Ray Therapy Usual, customary and reasonable
 subject to deductible and coinsurance

Skilled Nursing Facility 120 days per calendar year
 Semiprivate room rate
 subject to deductible and coinsurance

Home Health Care 100 visits per calendar year
 usual, customary and reasonable
 subject to deductible and coinsurance

Hospice Care 180 days per lifetime
 usual, customary and reasonable
 subject to deductible and coinsurance

Manipulative Therapy.....	12 visits therapeutic 3-2-1 rule accidents usual, customary and reasonable subject to deductible and coinsurance
Outpatient Mental/Nervous/Substance Abuse	Usual, customary and reasonable subject to deductible and coinsurance up to 50 visits per calendar year
Inpatient Preadmission Certification	Required for all inpatient hospital admissions
Eligible Dependents Covered to Age	26 th birthday
From the 26 th birthday to 28 th birthday – Health care coverage and prescription at the OMERESA prescribed rate provided the dependent meets all the following criteria:	
<ul style="list-style-type: none"> • The dependent is the natural child, stepchild, or adopted child of the employee • The depended is an Ohio resident or full time student of an accredited public or private institution of learning • The dependent is not employed by an employer that offers coverage and the employee signs a disclaimer verifying that health coverage is not available to the dependent • The dependent is not eligible for coverage under Medicaid or Medicare 	
Cost of the coverage will be the responsibility of the employee and/or dependent.	
Effective Date of Coverage	First day of employment
Plan Maximum Amounts	
Maximum Lifetime Benefit	No Limit
Retail Prescription Drug Card	10% copay \$5.00 minimum, Generic
(34 day supply)	20% copay \$15.00 minimum, Brand Formulary 30% copay \$30.00 minimum, Non-Formulary
Mandatory Mail Order Prescription Program	10% copay \$15.00 minimum, Generic
(90 day supply, and Lower Fill Mandate applies)	20% copay \$45.00 minimum, Brand Formulary 30% copay \$90.00 minimum, Non-Formulary

SUPPLEMENTAL ACCIDENT

Benefits are available if you or your dependent receives treatment in an accredited emergency care facility or by a licensed physician as the result of a nonoccupational accident provided such treatment occurs within 90 days from the date of the accident. Benefits are payable at 100 percent of the usual, customary and reasonable fee up to \$500.00. Charges in excess of \$500.00 are eligible subject to deductible and coinsurance.

ANNUAL ROUTINE PHYSICAL

Benefits are provided at a usual, customary and reasonable fee for one exam, urinalysis, CBC, Comprehensive Metabolic Panel, Prostate exam, Prostate Specific Antigen Test (PSA), chest x-ray and EKG in conjunction with an annual routine physical. Deductible and Coinsurance do not apply for In-Network only.

ANNUAL GYNECOLOGICAL EXAM

Benefits are provided at a usual, customary and reasonable fee for one exam, pap smear and mammogram in conjunction with an annual Gynecological exam. Deductible and Coinsurance do not apply for In-Network only.

WELL-CHILD CARE

Benefits are provided at the usual, customary and reasonable fee for routine exams, blood tests and immunizations required by the State during the child's first seven years. Deductible and Coinsurance do not apply for In-Network only. Exams are limited to the following schedule:

Newborn to 1 year - four exams

1 year to 2 years - two exams per year

2 years to 9 years - one exam per year.

PREADMISSION CERTIFICATION

If your doctor indicates that you or any family member is to be admitted as an inpatient at a hospital or clinic, a preadmission certification is required. This review is provided at no charge to you to protect you and your dependents against unnecessary or extended hospital confinement.

When hospitalization is recommended, you must call Professional Risk Management, Inc., (PRM) Precertification Center at (330) 726-0133 or 1-800-334-3366 prior to your scheduled date of admission. A medical professional will discuss your case in strictest confidence with your doctor and, with input from your doctor, monitor your confinement so that your hospital stay is not extended unnecessarily.

If either you or your dependent is admitted without obtaining Preadmission Certification, an added deductible of \$500.00 will be applied to your hospital coverage.

The room and board charges for your hospital confinement that Professional Risk Management, Inc., does not certify as medically necessary will be denied unless your physician can justify the noncertified days. However, any ancillary charges in conjunction with these uncertified days will be covered according to your plan of benefits.

Note: Emergency admissions are not subject to any penalties, but certification of days is required. Professional Risk Management, Inc. should be contacted within 48 hours of an emergency admission.

CRESTVIEW LOCAL SCHOOL DISTRICT
STAFF WELLNESS INITIATIVE

- A. Bargaining unit members may reduce the scheduled deductible by participating in the Board provided Wellness Initiative. The employees who either reach two of the four indentified benchmarks or make progress toward achieving the benchmark, their deductibles will be lowered for the following calendar year and will remain at that level until the next calendar year.
- B. The benchmarks for the Wellness Initiative shall be as follows:
 - 1. BMI ≤ 27.5
 - 2. BP $\leq 130/85$
 - 3. LDL Cholesterol ≤ 130
 - 4. Crestview Wellness Plan – earn 60 points or more
- C. The Board will provide to the employees at no cost, the opportunity for the employee to take the multiphasic blood test on or before August 31, 2011, and once again on or before December 31, 2011. Results of this test will be used to calculate the employee's progress toward meeting the Wellness Initiative benchmark for the calendar year 2012 deductible. For each succeeding year, only one data collection will be offered sometime during the beginning of the school year to determine benchmarks or progress toward the benchmarks.
- D. Employees who do not meet the benchmark must be able to demonstrate progress by:
 - 1. BMI decreased by at least .5
 - 2. BP reduced
 - 3. LDL Cholesterol reduced
 - 4. Earn 20 points on Crestview Wellness Plan

**Crestview Local School District
Classified Employees Reimbursement
for Unused Personal Leave**

(Form must be submitted by the last day of the school year)

Any employee who has up to two (2) unused personal leave day as of the end of the school year, may apply for reimbursement of \$100.00 per day. To be eligible for this reimbursement, an employee must not have applied for or used a personal leave day in the last nine weeks of the school year. Payment for the unused personal leave day shall be paid the second payroll in June. Please note that this item does not pertain to the Wellness day.

Name _____

Number of days requested for payment _____

Employee Signature

Date

Superintendent's Signature

Date