



**Master Agreement  
Between**

**Clear Fork Valley O.A.P.S.E. #282  
and  
Clear Fork Valley Local Schools  
Board of Education**

**July 1, 2019  
To  
June 30, 2022**

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## **MASTER AGREEMENT O.A.P.S.E. LOCAL #282**

The Board of Education of Clear Fork Valley Local School District and O.A.P.S.E. Local #282 do hereby agree that the welfare and safety of the children of the Clear Fork Valley Local School District is paramount in the operation of the schools and will be promoted by both parties to exceed expectations.

### **ARTICLE 1– RECOGNITION**

1. The Board shall recognize the Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees, AFL-CIO, as exclusive representative for all full-time and part-time classified employees presently employed or whom the Board will employ.

2. The union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.

This recognition shall be for the duration of this agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a competitive election.

The union's exclusive bargaining unit includes the job classifications listed below:

- A. Driver/Mechanic
- B. Food Service
- C. Custodial/Maintenance
- D. Administrative Assistant
- E. Aides
- F. Instructional Aides-Paraprofessional
- G. Library Assistant
- H. Technology Support Analyst

### **3. EXCLUSIONS:**

For the purpose of this agreement, the following are excluded from the bargaining unit:

- A. All management level employees, confidential employees supervisors, seasonal and casual employees.
- B. Substitutes

4. The Board authorizes the Union the following rights:

- A. To use the inter-school mail system in the schools' offices and/or the school's email system to distribute Union bulletins, newsletters, or other circulars. When using the mail system, the Union shall place its materials in Union envelopes clearly marked OAPSE.
- B. To use bulletin boards designated by the Superintendent in employee lounges or workrooms to disseminate information to Union members with the authorization of the Superintendent. Bulletin Boards and/or mail service shall not be used for the distribution of campaign materials for individuals seeking public office.
- C. To use telephones in any building to carry out union business and calls are to be made collect or using toll free numbers. These calls are not to be made at a time that interferes with the duties assigned by the Board.

## **ARTICLE 2 – PROCEDURES OF NEGOTIATION FOR CLASSIFIED EMPLOYEES**

For the purpose of negotiations:

- A. The representatives of the Board shall consist of no more than six designees. Only one of the six may be an outside consultant.
  - B. The representatives of OAPSE shall consist of no more than six designees and no more than two from any one classification.
1. The Board and Superintendent agree to furnish the OAPSE negotiation committee, upon reasonable request, all available information concerning the financial resources of the district. The OAPSE negotiation committee agrees to furnish the Board and Superintendent, upon reasonable request, all available information concerning the Master Agreement and items proposed for negotiation.
  2. If either party desires to negotiate changes in salaries or other terms and conditions of employment, it shall file with the State Employment Relations Board and serve upon the other party a Notice to Negotiate not more than one-hundred eighty (180) nor less than ninety (90) days prior to the expiration of this agreement. The parties agree to communicate within fifteen (15) calendar days of receipt of the Notice to Negotiate for the purpose of establishing a schedule for negotiations. Proposals for changes in the contract shall be presented at the first meeting.
  3. The parties may appoint ad hoc study committees to research, study and develop reports, and make recommendations on matters under consideration.

The committees shall report findings to the parties.

4. As long as the negotiations process is taking place, neither party shall make public information concerning the negotiations without the written approval of the other party.
5. In the first negotiations meeting, both parties shall exchange a complete set of proposals, which shall be in the form and detail specifying precisely that to which agreement is sought. Topical listings of items proposed for negotiations shall constitute a clear failure of compliance with this agreement and shall be disregarded. Neither party may add items to these proposals once they are presented without consent of the other party.
6. If, during a negotiating session, should it be needed, the representative(s) of the Board and/or the OAPSE negotiating team shall be allowed the right to caucus. The length of a caucus shall not exceed 30 minutes unless mutually agreed upon by both sides.

### **ARTICLE 3 – AGREEMENT**

1. Tentative agreement on negotiated items shall be reduced to writing and initialed by a representative of each party. All agreements are tentative until ratified.
2. The purpose of “tentative agreements” is to develop a package that will be submitted to the classified employees and the Board for ratification. Initialing agreements shall be done in good faith.
3. The committee of the Union must affirm the acceptance of the agreement first by a vote of the bargaining unit and then the same shall be presented to the Board for its decision. If mutually approved, the agreement shall be binding on both parties.
4. Wages, hours and working conditions articles attached hereto are made a part of this agreement and shall be negotiated in conformance with the dates listed and with the procedures outlined above.
5. If any provision in this final agreement is or becomes contrary to law, the law shall supersede the provision. In such event, all other provisions of this agreement not associated or related thereto shall continue in effect.

### **ARTICLE 4 – DISAGREEMENT – MEDIATION AND APPEAL**

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may, at any time thereafter, request the employment of a mediator, and the cost, if any, of such mediating services shall be shared

equally by the Board and OAPSE. However, if after sixty (60) days from commencement of negotiations, should either side request negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days, making a total number of days for any one negotiating session ninety (90) days after the day of the initial meeting.

2. The Federal Mediation and Conciliation Service shall supply the mediator.
3. In the event mediation fails to help the parties reach agreement, the final act of the mediator shall be to report to the parties in writing, declaring the points of disagreement and the position of the parties on the impasse items as they appear to the mediator, and his/her recommendation. The recommendation of the mediator is non-binding upon the parties. The procedure contained in this article shall be deemed an alternative dispute resolution procedure as provided in RC 4117.14 (C).

#### **ARTICLE 5 – MASTER AGREEMENT COPYING AND DISTRIBUTION**

Within thirty (30) working days after the signing of the agreement by both parties, copies of the agreement shall be made available to all classified employees, district administrators, district supervisors, and Board members. The responsibility and costs for compiling, typing, printing and distributing the copies of the agreement shall be borne equally by OAPSE Local #282 and the Board.

#### **ARTICLE 6 – GRIEVANCE PROCEDURE**

Any member of OAPSE shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels. With respect to his/her personal grievances, he/she shall be assured freedom from restraints, interferences, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or designate a representative of OAPSE or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal.

1. This grievance procedure has been established to enable employees to seek solutions to alleged violations of specific articles of the Master Agreement.
2. Definitions:
  - A. Grievance – a complaint by a person and/or group of persons and/or the Union that there has been an alleged violation or an alleged misapplication of a specific article.
  - B. Grievant (Aggrieved) – a member of the bargaining unit; a group of members, or the Union employed by the Board making an alleged complaint.

3. A member of the bargaining unit must file any grievance at the written level within fifteen (15) calendar days after he/she knows or should have known of the act upon which the grievance is based.

Step 1: Any member of the bargaining unit who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable) within the time line permitted in an attempt to resolve the matter informally at that level.

Step 2: If, as a result of this discussion, the alleged grievance is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth the ~~complaint~~ grievance in writing, as provided in paragraph #3 above, to the principal or his/her immediate supervisor and shall fully explain on the official grievance form, how the specific Article or Section has been violated. If the principal or immediate supervisor finds the grievance does not sufficiently describe or identify the alleged violated Article or Section or the relief sought so as to allow an appropriate response, the grievance form shall be returned to the grievant for additional written clarification. The grievance shall be amended and refiled within five (5) school/working days and shall proceed within the time limits outlined in this article. No further amendment to the grievance may be permitted or required. The principal or immediate supervisor shall respond to the grievant within five (5) school/work days following receipt of the grievance.

Step 3: Within five (5) school/working days of the receipt of the response to the grievance described in Step 2 above, the member of the bargaining unit may appeal the principal's or immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made with the recommendation of the OAPSE Grievance Committee. If the OAPSE Grievance committee determines the grievance has or may have merit, it shall recommend in writing the grievance be heard by the Superintendent and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal or immediate supervisor, shall confer with the concerned parties, and, upon request, shall confer with the member of the bargaining unit or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school/working days. The Superintendent shall communicate his/her decision in writing along with supporting reasons to the member of the bargaining unit, OAPSE and the principal or immediate supervisor within five (5) school/working days of receipt of the appeal.

Step 4: If the grievance is not resolved to the grievant's satisfaction, he/she may request a review by the Board or its designee within five (5) school/working days of the receipt of the response to the grievance by the Superintendent. The request must be submitted in writing through the Superintendent who shall attach



all related papers and forward the request to the President of the Board within ten (10) school/working days. The President of the Board, or a committee thereof, shall review the grievance, hold a hearing in executive session with the member of the bargaining unit within forty-five (45) calendar days, if requested, and render a decision in writing within thirty (30) calendar days following the hearing.

4. If the grievant, with concurrence of OAPSE and the field representative, is not satisfied with the disposition of Step 4 he/she may request the issue be submitted to arbitration within five (5) working days after the receipt of the disposition of the Board. Within five (5) working days following receipt of the grievant's request for arbitration, the Superintendent or his/her designee and the grievant and his/her designated representative shall petition the Federal Mediation & Conciliation Service (FMCS) to provide both parties with a list of seven (7) names from which an arbitrator will be selected.

The alternating elimination method will be utilized in accordance with the rules of FMCS. Either party may request a second list of seven (7) names before the alternating elimination method begins. The toss of a coin shall determine which party eliminates a name from the list first. In cases where the arbitration of an issue is questioned, the matter of arbitrability shall be ruled on by the arbitrator, prior to any ruling by the arbitrator on the actual grievance. The arbitrator shall have no authority to subtract from, add to, or otherwise modify the agreement. The arbitrator shall not have any authority to rule contrary to law.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) or submit any observations, declarations, or opinions, not so requested.

The Union and the Board shall equally split the cost of the arbitrator.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. The ruling of the arbitrator shall be made in writing to ~~the parties~~, the Superintendent, the Board, and the Union within thirty (30) days of the hearing. The arbitrator's ruling is final and binding on the parties.

5. Failure of a bargaining unit member to follow the prescribed time limits shall void the grievance. If the ~~Employer~~ principal/immediate supervisor, Superintendent, Board/designee of the Board does not follow the time limits described within this Article, the grievance shall progress to the next level, unless agreed upon by the Union and the Superintendent.
6. An employee may have an OAPSE representative of his/her choice at any step of the grievance procedure the principal/immediate supervisor, Superintendent's or Board step if the representative is available when that step occurs. Any and all

time limits contained in the grievance procedures may be extended only by mutual agreement of the parties.

7. During the entire time needed for resolution of the grievance, all meetings and hearings should (unless impossible to accomplish) be scheduled outside of the regular work schedule of the grievant so as not to interrupt daily work routines and schedules.

## **ARTICLE 7 – EMPLOYEE RELATIONS**

1. An employee may have an OAPSE representative of his choice present at any disciplinary proceeding.
2. Discharge shall be subject to binding grievance arbitration as provided in Article VI of this agreement, but this shall be the exclusive remedy to the employee and no appeal pursuant to Section 3319.081 of Ohio Revised Code shall be permitted.
3. Each employee, with his union representative, if he so desires, may inspect his personnel file maintained by the District upon filling out a file inspection form. Copies of employee files will be provided without cost to the employee. Pre-employment information will not be made available to the employee unless used against an employee in a legal action. Personnel records shall be reviewed only in the confines of the Superintendent's or Treasurer's office in the presence of the Superintendent or his/her designee or the Treasurer. Documentation will be made when an employee reviews his/her personnel file.
4. An employee shall receive a copy of the "job related offense" before it is placed in his/her personnel file.
5. An employee may be disciplined, demoted, suspended, or terminated because of incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous/disrespectful treatment of the public/other employees/students, neglect of duty, failure to follow rules or regulations, or for violation of board policy or any other acts of misfeasance, malfeasance, or nonfeasance.
6. The following are procedures for progressive disciplinary action required to improve employees job performance, deficiencies and/or unacceptable conduct, standards or practices:

STEP ONE – Verbal Warning: the employee's supervisor will have a conference with the employee to inform him/her of that which needs to be corrected in the

performance of one's duties relative to the areas stated above. A record that the conference occurred shall be placed in the employee's file and given to the employee after being signed by both parties.

STEP TWO – Reprimand: Written reprimand to the immediate supervisors' supervisor's file, a copy to the employee, and employee's personnel file.

STEP THREE – Suspension: A penalty of up to three (3) days, with appropriate loss of pay, may be given with the approval of the Superintendent. A copy of the written order of suspension will be given to the employee with a copy to the employee's personnel file, immediate supervisor, and the Treasurer.

STEP FOUR – Suspension: A penalty of up to ten (10) days, with appropriate loss of pay, may be given with the approval of the Superintendent. A copy of the written order of suspension will be given to the employee with a copy to the employee's personnel file, immediate supervisor file, and the Treasurer.

STEP FIVE – Termination: As provided by law, written copy of termination from the Superintendent will be given to the employee, immediate supervisor, employee's personnel file, Treasurer, and the Board of Education.

7. Depending upon the severity of the offense and/or violation for which discipline is deemed necessary, disciplinary action may be initiated at any step. The employee may request representation during any portion of the disciplinary procedure. The Board of Education shall have the authority to "dock the pay" equal to the appropriate days of suspension given to the employee. The misuse, falsification, and/or abuse of leave provision under this agreement may subject the employee to dock of pay, suspension, termination and/or possible criminal prosecution. All discipline shall be subject to the grievance procedure of this contract.
8. Employees shall have the right to a written rebuttal to any discipline at any step listed above and have such rebuttal attached to the discipline placed in the employee's personnel file. Previous discipline may not be used after three(3) years even if it remains in the personnel file (due to the Public Records Law ({ORC 121.22}), unless a pattern has been shown of similar instances.

## **ARTICLE 8 – WORKING CONDITIONS**

1. Job Descriptions: The Union shall be furnished with a copy of the job description of each classification covered under the terms of this agreement. Employees of the bargaining unit will be provided a specific job description, which has been prepared for every classified job position with the school district at the beginning of a new job assignment. Should the job description change, employees in that classification will be advised of the nature of the changes and be provided with a copy of the revised job description.

2. Seniority: Seniority shall be an employee's uninterrupted length of continuous service with the employer. The Superintendent's assistant shall supply the Union President with a monthly seniority list. The seniority list shall be made up by classification and shall contain seniority, name and date of hire of each employee.

Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged, or
- C. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the employee receives the employee notice by registered mail to the employee's last known address as shown by the employee's record or if no response is received within thirty (30) calendar days of original postmark date.

Seniority shall be computed from the first day the regular employee commences work. If two employees commenced work on the same day a coin will be tossed to decide the order of seniority in the presence of union leadership and/or the employees involved. If more than two employees commence work on the same day, playing cards drawn from a new pack of cards from high to low (cards in descending order) will determine seniority in the presence of union leadership and/or the employees involved. If there is a tie, then only those two individuals will draw from high card in the presence of union leadership and/or the employees involved.

**IF** any new employee(s) have substituted in the District in the last six (6) months and worked a minimum of twelve (12) days during the six (6) month period seniority shall be determined by employment application date.

3. Meetings and In-Service Training: The school system may provide a plan of meetings and in-service training sessions throughout the year.

4. Professional Meetings: Classified personnel may be permitted to attend professional meetings with the approval of the Superintendent. Upon such approval, the Board will reimburse the employee for registration and other reasonable expenses.

5. The Board shall provide adequate supplies including tools. Any personal tools used by custodian and maintenance personnel that are broken shall be replaced by the Board upon presenting the broken tool to the appropriate supervisor. The use of personal tools shall be approved in advance by the supervisor.
6. In August of each year, custodians and maintenance employees will be solicited for those who desire to be in a rotation for activity duty. A list will then be compiled and extracurricular work shall go first to the custodial/maintenance employees on the list on a seniority rotational basis. A new hire can be added to the extracurricular activity list at the end of a rotation. The head custodian in each of the facilities will be responsible for the orientation of custodians who might get assigned activities in a building other than their work assignment. Maintenance employees, when performing custodial duties, will be paid at the equivalent Step on the custodial pay scale and at the applicable overtime rate, if any. Custodial/Maintenance employees shall only be utilized for activity duty if they are qualified to perform such duty. Custodians and Maintenance employees may have until the next regular shift to respond, unless it is a "throw in". Then, due to technology he/she will receive a text, if the text is not responded after five (5) minutes he/she shall receive a phone call. The employee has fifteen (15) minutes to respond. If he or she does not respond after fifteen (15) minutes the supervisor will move on to the next person on the rotation.
  - A. If a worker wishes to trade weeks during rotation they may do so if someone is willing to trade. Trade week(s) need to be approved two weeks prior to the next rotation by their supervisor. Rotation will return to normal on the following rotation.
  - B. If an employee takes a vacation, sick or personal day, that day may be filled by another custodial/maintenance staff member by use of the seniority rotation list. If an employee uses a sick day or personal day during their overtime week, they will lose their remainder of that week's overtime. It would go back into rotation.
7. Requests for leave without pay shall be submitted in writing directly to the Superintendent and supervisor. The Superintendent and supervisor shall review such requests and make a determination to approve or deny each request on a case-by-case basis.
8. No substitute will be placed in a vacant position for more than 45 working days.
9. Reduction in Force

When it becomes necessary to reduce support staff due to lack of funds, or lack of work, the following procedures will govern such layoffs. If a Reduction in Force (RIF'd) is necessary within the classification(s) of aide the non-bargaining unit

aides shall be RIF'd or have their hours reduced before the bargaining unit employee is reduced. If the shift of an aide is split between buildings, there will be no reimbursement for mileage.

- a. Prior to instituting reductions, the Superintendent or designee will meet with the union representatives to discuss the situation.
- b. Attrition through resignations and retirements will be considered first.
- c. The concept of job classifications and seniority will prevail:

- i. Driver
- ii. Mechanic
- iii. Custodian
- iv. Food Service
- v. Administrative Assistants
- vi. Aide
- vii. Transportation Aide
- viii. Paraprofessionals
- ix. Library Assistants
- x. Technology Support Analyst
- xi. Maintenance

d. 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 as the uninterrupted length of continuous service with the board of education in the particular job classification computed from the latest date of hire or appointment to their present classification. With the exception that employees that have retired and are rehired as described in Section 13 of this Article shall be laid-off before any regular employee in that classification is laid off. Employees who are laid-off according to this article may bump the least senior employee in a classification previously held by said laid off employee, provided the displacing employee retains the necessary abilities for the position. Seniority for bumping shall be determined by the employee's date of hire.

e. Board approved leaves of absence will not constitute an interruption of continuous service.

f. The last person laid off in a classification will be the first person recalled in that classification as positions become available. However, no person shall be given a promotion (i.e. increase in hours per day, days per year, or salary) without employees not on lay-off given the opportunity to bid on said job first.

g. Employees who are laid off shall be retained on the recall list for twelve (12) months from their last actual workday. Employees on the recall list will be

reinstated within a classification before new employees are hired. An employee shall be removed from the recall list by the following:

- (1) Waives their recall rights in writing;
- (2) Resigns;
- (3) Fails to accept recall to a position within their classifications; or
- (4) Fails to report to work within seven (7) calendar days from the date on which the employee receives the employee notice by registered mail to the employee's last known address as shown by the employee's record or if no response is received within thirty (30) calendar days of original postmark date.

h. Employees on the recall list will be considered for classified positions within the bargaining unit for which they are qualified before new employees are hired.

10. No more than one class shall be in the library at a time unless the teacher is in the library with the class.

11. Library Assistants will be scheduled a thirty-five (35) minute work time each day.

12. Employees that retire from CFVSD may be eligible to be rehired into a position within the District at zero seniority, on a non-continuing one-year contract, and no eligibility for a second severance payment; and will be placed on the salary schedule at:

1. Step 10 without the District insurance plan provided the retire/rehire has at least ten years of service with the District.
2. Step 0 with the District insurance plan according to contract language specified in this agreement for insurance eligibility.

## **ARTICLE 9 – POST OF JOB OPENINGS AND HIRING OF NEW EMPLOYEES**

1. When a job becomes vacant, which the administration decides to fill, or a new job created, a job notice shall be posted. This notice shall be posted for a minimum of five (5) school/workdays on the district web site and broadcast on the CF Support Staff text alert and posted on bulletin boards at Butler, Bellville, High School/Middle School and bus garage. Mailings of job postings during vacation/summer periods will not occur.

2. The job notice shall specify the title of the position and other pertinent information and shall state the final date for receipt of applications.

3. Employees will be allowed no less than five (5) work days to place bids to fill vacancies.

4. If an employee is transferred administratively on an involuntary transfer to another

classification, the current hourly rate or the hourly rate of the new classification, whichever is higher, will be maintained until the employee's next scheduled hourly wage increase or scheduled Step increase for the new classification to prevent a pay reduction.

If an employee requests a voluntary transfer and the request is approved, the employee will be paid the rate of the new classification commensurate with his/her number of years of service in the school district.

5. The employer retains the right to abolish any position it determines is no longer needed to operate the educational program of the district. If a position is abolished, the administration will meet with the union president to explain the reason for abolishment.

6. In making appointments, current employees of the Board shall be solicited by the job postings before any new employees are appointed.

7. Standards shall be set and followed for setting placement on the salary schedule. The Board or designee will determine appropriate placement on the salary schedule for newly hired employees. Individuals without prior related experience and/or those whom the District has not employed as a substitute employee will be hired on the "0" experience level. No new employee shall be placed higher than salary step 10.

8. In determining the qualifications (skills and abilities) of a job applicant, the Superintendent shall consider: qualifications, prior job experience, education including any specialized training, previous job performance, ability to make decisions, discipline record, ability to cooperate with existing employees and students with whom he/she will have regular contact and enthusiasm for the position. The Superintendent may also use a qualifications test (for each classification).

When the qualifications of two or more applicants are determined by the Administration to be equal, the position shall be awarded to the school district employee over the outside applicant, and then to the most senior school district employee.

If the most senior employee is not given the position, before making the final decision, the Superintendent shall meet with the local President and the principal or immediate supervisor in charge of that classification to explain reasons or how the determination was made.

9. During the term of this agreement, no bargaining unit employee's hours shall be reduced except bus drivers based upon a change in bus routes or a position that has been eliminated according to Article 8, Section 10 – Reduction in Force.

10. Existing employees who are awarded a new position (either an additional position or a different position) will be on a probationary status for sixty (60) days during which time either the employee or the supervisor may choose to return the employee to their



previous job position and seniority status.

11. Employees hired after the effective date of this Agreement will begin on a one year limited contract for all or part of the first contract year of their employment ending June 30. The next contract would be a one-year limited contract. The next contract would be a one-year limited contract. The next contract would be a one-year limited contract. The next contract would be a two or three year limited contract. The next contract would be a continuing contract. To the extent that this Section conflicts with the Ohio Revised Code Section 3319.081, the parties agree that this paragraph shall supersede and replace that statutory provision.

Order of Contracts:

- One year limited
- One year limited
- One year limited
- One year limited
- Two to three year limited based on supervisor recommendation
- Continuing contract

12. There will be no charge for BCI and FBI fingerprinting for those support staff members who are at or above Step 21 on the wage scale at the time fingerprinting occurs and who are fingerprinted in the District offices.

## **ARTICLE 10 – CONSISTENCY WITH LAW**

If any provision of an agreement between the Board and the Union shall be found contrary to Federal and state law or beyond the limits permitted by Section 4117 of the Ohio Revised Code, such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by Federal Law, but all other provisions or applications shall continue in full force and effect. It is mutually agreed if changes are to be made in the negotiated agreement, while it is in force, the negotiation process will make such changes.

## **ARTICLE 11 – SEVERANCE PAY & TAX SHELTERS**

Employees of the district may, at the time of their retirement from service in all positions with the district, apply for severance pay. Such application must be made by the employee in writing by the last day of service with the district. Only those employees whose effective date of retirement with the School Employees Retirement System (SERS) is no later than ninety (90) calendar days after the last paid day of service with the district shall be eligible for severance pay. The maximum severance payment for classified employees in the school district shall be up to thirty (30) percent of two hundred fifty (250) days of unused sick leave days at the employee's rate of pay that the employee was making at the time of retirement. If the employee was working in two positions at the time of their retirement from service the employee's unused sick leave

days will be calculated at a blended rate of pay. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for such leave on this basis shall eliminate all sick leave credit accrued by the employee at the time of retirement. The severance payment shall not be made until the employee submits proof to the Treasurer that his/her first retirement check has been cashed. Employees who retire at the end of the school year may receive their final pay in a lump sum if requested in writing.

Any employee who desires to have his/her severance pay deposited into an annuity must notify the Treasurer's office in writing thirty (30) days in advance of their effective date of retirement or last day of active service, whichever is earlier. The notification must state either a percentage or dollar amount of the eligible severance pay to be deposited into an annuity upon retirement. Annuity Compliance Specialists will certify calculations for the amount of the annuity for severance pay to the Treasurer. The maximum amount an employee authorizes to be annuitized will be distributed to the Annuity Company of their choice on the last payday of their employment. The employee's choice of the annuitized severance pay must be with a company to which the Clear Fork Local Schools contribute to annuities for other employees.

The maximum allowable tax sheltered annuity annual contribution amount is as determined by the various federal codes sections including, but not limited to 403(b), 402(g), 415 and 457. The service contribution to an employee's 403(b) plan or 457 deferred compensation plan aggregated with any previous contributions made by the employee during the last twelve months of employment cannot exceed the maximum allowable contribution as determined by law. These provisions can be amended as necessary in order to conform to any applicable federal state tax laws.

## **ARTICLE 12 – LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee will meet as needed during the school year with the local O.A.P.S.E. President and Vice-president. Committee members will be determined and a list of committee members will be provided to the Superintendent prior to the first meeting of the year. The Committee will meet with the Superintendent and/or other members of the administration to discuss potential problems and to improve communication between the parties, which will enhance the operation of the school district.

## **ARTICLE 13 – DRIVER AND TRANSPORTATION INFORMATION**

1. In August of each year, all drivers will sign a list at the bus garage or submit a signed written note to the supervisor on their intent to drive athletic, field or other trips that involve the transporting of students, staff or others to and from an events approved by the Superintendent or designee. The list will be completed and posted one week prior to the beginning of the school year. The trip list will be in effect for the duration of the contract year. There will be only one list for field trips/athletic trips.

2. If possible, bus routes will be established two (2) weeks prior to the start of school. During the first in-service of the school year all driving routes will be posted for bidding by seniority. Drivers must choose their route for the school year at that time. The posting may list the route time, route and type of route. Route times may change based on additions or subtractions of riders during the first two weeks of the school years, which may affect the driver's wage. Upon completion of bidding all route selections are final for the school year. Routes may not be traded.
3. Any route that becomes obsolete during the school year shall ONLY cause a cascade of bumping among limited contract personnel. The driver, whose route becomes obsolete, may bump the limited contract drivers. Otherwise, the driver whose route becomes obsolete or the least senior limited contract driver, whichever is the case, may be RIF'ed and placed on the substitute driver list.
4. The Superintendent or designee will assign all extra trips, athletic and otherwise, on a rotating basis. Seniority will be the sole basis for assigning trips. When trips are assigned, the drivers will have a choice either to accept or reject. Drivers must sign to accept or reject. When an assigned extra trip is cancelled the driver will be offered the next available extra trip. If the next available extra trip falls on a day that the driver already has a trip and the trip time is not viable for a second trip, the driver will be offered the next available calendar day.

All field trips shall be paid at the driver's regular rate of pay. After a driver accepts and then rejects that scheduled trip, the driver will be skipped once in the next rotation. If a scheduled trip is changed by the requesting personnel, and if the assigned driver cannot take the trip due to an appointment with a professional entity (with documentation provided by the employee), said driver will not be skipped in the next rotation but shall be offered the next available trip. If possible, all extra bus trips will be assigned one week in advance.

Specification of qualifications for trip assignments, which includes athletic, field or contracted trips by an outside agency that involve the transporting of students, staff or others to and from an events approved by the Superintendent or designee, is as follows: regardless of job title within the transportation department any person holding a CDL license shall be qualified to be placed on the trips list if he/she follows #1 of this Article (Article 13). The mechanic may take extra trips if no CDL driver is available before the trip is offered to substitute drivers. A van-licensed driver shall have first opportunity for extra van trips if he or she does not hold a CDL. Upon refusal, the van trip will go back into regular trip rotation by seniority.

- a. A field/athletic trip(s) shall be assigned by personally asking the driver while the employee is at their regularly scheduled day of work, or due to technology he/she will receive a text, if the text is not responded after five (5) minutes

he/she shall receive a phone call.

- b. Once a driver has been contacted to take field/athletic trip, the driver must either accept or reject the trip by their next scheduled route. There will be a minimum of sixty (60) minute interval before the driver shall be required to respond. If the driver does not respond by the end of the sixty (60) minute time period the trip shall be offered to the next driver in the rotation.
  - c. Field/athletic trips inserted after the week's trips have been posted, shall be offered to the next driver in the rotation. If the trip is accepted by the driver, the driver shall be placed at the bottom of the rotation. If the driver does not accept the trip the driver shall remain at their current place on the rotation.
  - d. A second trip in the same day may be offered to drivers before obtaining substitutes only if the second trip does not interfere with the driver's regular route or initial trip. In case of emergency or unusual circumstance at the discretion of the Superintendent or designee, he or she may assign a driver a second trip on the same day as needed. In no event may a driver exceed on duty drive time of ten (10) hours in a day in accordance with Ohio Administrative Code.
5. If drivers choose to drive all day, he/she must take the other half of his/her regular route.
  6. All bus routes that are vacant after the close of the school year shall not be posted until the Superintendent's or designee's recommendation for routes is sent to all drivers as soon as they are finalized. Posting periods for this article will be for three days. Postings of vacant routes shall specify all pertinent information (including but not limited to: hours of route, route/bus number, type of route). Any vacant routes during the school year shall be posted as mandated by Article 9 of this agreement.
  7. The Board will pay the costs of abstracts for drivers, drug and alcohol tests required by law, and for the number of classroom hours for their recertification process. The Board shall also pay the difference between the cost of a regular license and the cost of the CDL for all bus drivers.
  8. Hours for drivers will be paid a minimum of one and one-half (1.5) hours per route plus fifteen (15) minutes per day for pre/post trip.
  9. When the driver is unavailable for random testing on District property and has to be sent to an alternative location, the driver shall be paid twenty-five dollars (\$25.00) for time and travel expense when drug tests occur outside of the district. This shall not apply if the driver is required to take a drug/alcohol test as a result

of an accident in which the driver was found to be at fault and/or where the driver tests positive. If qualified personnel are available, drug testing shall be done on site. Drug testing shall not take place when school is not in session.

10. All drivers will be paid for the actual hours worked (rounded to the nearest fifteen (15) minute increment) as recorded on the time clock system and approved by the supervisor. Routes and hours shall be established by the end of the first nine (9) weeks, and shall be the basis for calculating compensation to determine the
11. All transportation personnel shall be paid through the summer (stretch pay) and shall not constitute any guarantee of hours to be paid. Recalculation of stretch pay for the school year will only occur by the end of the first nine (9) weeks. Changes to routes through the year may cause the hours to fluctuate. Should a driver be paid for more hours than they drive for the week, field trips will count towards the hours already paid.
12. All drivers shall be issued a fob to the bus garage door (ALL keys shall be returned to the District).
13. All drivers shall be offered handicap training that is provided by the District.
14. Reasonable efforts will be made to hold in-services for drivers
15. If a student requires special transportation needs, the driver will be invited to attend the meeting that addresses the student's needs.
16. Trips that commence at the completion of a regular route (morning or afternoon) and the driver is driving the same vehicle for the trip that they drove on the route, the driver must stay on the clock after the trip and will be paid fifteen (15) minutes for cleanup only. If the driver is using a different bus than the vehicle they drove on their route, the driver will be paid up to thirty (30) minutes total for a pre-trip and cleanup provided the time clock reflects such time.
17. Return trips shall be paid a minimum of one hour to deliver and one hour to retrieve plus pre/post trip as stated in #16.
18. Shuttle routes will be bid each year based upon seniority. Shuttle routes will be defined as routes that occur before or after a driver's regular route and may not interfere with their regular route.
19. Multi-Handicapped routes will include transportation to the Multi-Handicapped House in Butler, the Pre-School a.m. and p.m. and multi-handicapped students who are unable to ride a regular bus. These routes will be divided between the drivers as near equal as possible, with the remaining time going to the senior driver. If more Pre-School routes than Multi-Handicapped routes exist then the remaining Pre-School routes will be bid.

20. Throw-in-trips shall be defined as any extra trip that arises with three (3) or less days notice prior to the scheduled date of departure for the trip. There will be a separate rotation list for the throw-in trips, which shall be set up in the same manner as a regular rotation list by seniority. A driver's response to a request for a throw-in trip must be instant and if the request goes unanswered then the trip assignee will document the date and time of the call or text and move to the next person on the list. Drivers will receive a phone call or will be asked over the radio if they are currently working. The driver must answer immediately or they will be forfeit that throw-in trip opportunity.
21. If a thrown-in trip arises and a driver already has a trip that day and the driver declines the second trip, then the driver shall not be skipped in the next rotation, but will maintain current rotation.
22. In the event that a trip is cancelled after the driver has arrived to school to drive the trip, the driver can choose to stay and work and be paid for two (2) hours, to clock out and return home and go on the next available trip. If the next available trip falls on a day that the driver already has a trip and the trip time is not viable for a second trip, they will be offered the next available trip.
23. If a driver backs out of a trip, the trip will be considered a throw in trip and will follow the procedure of a throw-in trip. After a driver accepts and then rejects that thrown-in trip, the driver will be skipped once in the next rotation. If the assigned driver cannot take the trip due to an appointment with a professional entity (with documentation provided by the employee), said driver will not be skipped in the next rotation but shall be offered the next available thrown-in trip.
24. If a coach or advisor has nine or less student involved in an event, the coach or advisor may drive the students to and from the event provided he/she has completed Ohio Van Driver Training and obtained a van license endorsement.
25. If a special needs child has to be transported regularly to and from a residential program as prescribed in the student's IEP on a Sunday or Saturday, the driver will be compensated at his/her regular rate of pay.
26. If a driver that has a CDL is working as a sub mechanic, they shall be paid at substitute driver pay rate to drive a bus to/from a repair shop or bus wash.

#### **ARTICLE 14 – FOOD SERVICE**

1. The Board will supply an adequate number of aprons for all cafeteria employees to be paid for out of the cafeteria funds.
2. Cafeteria employees working four (4) hours per day or more may take a paid ten (10) minute break approved by the supervisor, sometime during their work

period.

3. In August of each year, food service employees will be solicited for those who desire to be in a rotation for a special event seniority rotation list. A list will then be compiled and special event work shall be assigned on a seniority rotational basis. A new hire can be added to the special events list at the end of a rotation. Food service employees may have until the next regular shift to respond, unless it is a "throw in". Then, due to technology he/she will receive a text, if the text is not responded after five (5) he/she shall receive a phone call. The employee has fifteen (15) minutes to respond. If he or she does not respond after fifteen (15) minutes the supervisor will move on to the next person on the rotation list.

### **ARTICLE 15 – PERSONAL DAYS**

1. Employees shall be granted a total of three (3) days of personal leave.
2. Personal days may not be used for purposes of gainful employment. They may not be used in lieu of sick leave and may not be used for vacations.
3. Only one (1) of the three personal days can be used or permitted the day before or after, or as an extension of a holiday or vacation period or weekday that school is not in session. The Superintendent may approve the use of more than one (1) day at his/her discretion.
4. No more than two (2) bus drivers or one (1) person per classification from each building may use personal leave on the same day. For the purpose of this paragraph, the Bellville and, Butler buildings, high school/middle school, and bus garage shall each be considered one building. Personal leave shall be granted on a first come, first served basis. Personal days may not be taken in less than one-quarter (1/4) day amounts except drivers cannot divide their route. Personal days may not be used the last ten (10) student days of the school year. Personal days may not be used on in-service days. The Superintendent may approve more than two (2) drivers and more than one (1) person per classification from each building to use leave on the same day at his/her discretion or the last ten (10) days of the school year.
5. Employees shall have the option of either "cashing-out" or adding to their accumulated sick leave all unused personal days at the end of each year. The request to cash-out days must be received in the Treasurer's office no later than June 1<sup>st</sup> of each year. If no request is received, the unused personal days will automatically convert to sick days at the end of the school year.

### **ARTICLE 16 – SICK LEAVE**

In order to comply with Section 3319.141 ORC, the following guidelines shall be followed:

1. Each classified employee shall be entitled, for each completed month of service, to sick leave at one and one-fourth ( $1^{1/4}$  or 1.25) days with pay based upon the employee's current job contract(s).
2. Classified employees may use sick leave, in quarter-day ( $1/4$ ) day increments, upon approval of the responsible administrator ~~officer of the employing unit~~, for absence due to illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, and illness or death in the employee's immediate family. Classified employees will be limited to using three days of sick leave for the purpose of attending a funeral in the immediate family. Should extenuating circumstances exist, the Superintendent or his/her designee may grant additional days.
3. Immediate family shall be interpreted to include husband, wife, children, stepchildren, brothers, sisters, parents, aunt, uncle, grandparents, grandchildren, bothers-in-law, sisters-in-law, mother-in-law and father-in-law.
4. Any classified employee who is absent for five (5) or more consecutive work days shall be required to furnish a written statement signed by the employee and an attending physician of the dates consulted. The Superintendent or ~~their~~ designee may request a physician's statement at any time if a pattern of abuse of sick leave is suspected (for example, multiple consecutive Friday's or Mondays or other variant patterns and/or excessive absenteeism).
5. Employees may choose to make a voluntary gift of sick leave days to another employee who has exhausted their sick leave because of severe condition, illness, or pregnancy. In such cases, the following guidelines will be followed:
  - a. Once an employee makes a decision to gift sick leave days to another employee, and the paperwork has been submitted to the Treasurer's Office, the decision is irrevocable.
  - b. Gifted sick days cannot be used to enhance severance pay.
  - c. A staff member may not gift more than ten (10) sick leave days per year. A staff member may not receive more than ten (10) donated sick leave days from any one employee per year.
  - d. The gifting of sick days can be anonymous if the employee so desires.
  - e. The gifting of sick days can only be for a serious illness ~~having~~ or incapacitating health or medical issues of the employee, a prognosis of recovery being thirty (30) days or longer with medical documentation. The Superintendent shall ultimately determine whether the employee qualifies for



use of donated sick leave days based on appropriate paperwork from the employee's physician.

- f. Gifted sick days shall not be used to repay advanced sick leave.
- g. Gifted sick days can be used by the receiving employee in the same manner consistent with this Article.
- h. The following formula will be used to calculate the number of days being received:
  - (1) Multiply the number of days being gifted, times the hours worked per day times the hourly rate for the employee giving the days.
  - (2) Take the result of #1 and divide by the hourly rate of the employee receiving the days.
  - (3) Take the result of #2 and divide by the number of work hours per day of the employee receiving the day.
  - (4) The result of #3 is the number of days being received).

6. At such time as an employee adds an additional job to their current employment, or assumes a new position, the amount of sick leave to transfer to the new or added position(s) will be calculated as follows:

- a. The existing sick leave balance (in days) will be multiplied by the number of daily hours in the employee's current position.
- b. The result of "a." will be divided by the total number of daily hours for all positions of the employee's new or added job(s).
- c. The result of "b" will become the number of sick days the employee has available.

## **ARTICLE 17 – OTHER LEAVES**

All leaves of absence will be granted in accordance with state law.

- 1. Military leave will be granted in accordance with 3319.085 ORC.
- 2. Maternity leave will be granted in accordance with 3319.141 ORC.
- 3. Leaves of absences may be granted in accordance with 3319.13.

## ARTICLE 18 – JURY DUTY

Any classified employee serving on jury duty shall be released from work with pay. Compensation for jury duty paid by the court to the employee shall be submitted by the employee to the Treasurer when received.

## ARTICLE 19 – VACATION SCHEDULE FOR ELEVEN AND TWELVE MONTH EMPLOYEES

Vacation days will be accrued each month according to the vacation schedule below except for new (probationary) employees as indicated in the next paragraph. The employee's hire date/anniversary date will be used to determine experience for vacation time. The employee's anniversary date will be considered the beginning of a "new year" for vacation purposes. Employees may carry forward any/all accrued, but unused vacation days past their anniversary date until September 1<sup>st</sup> of each year. Furthermore, an employee may continue to carry five (5) vacation days past their anniversary date and these vacation days may remain in an employee's "bank" except as limited within this Article. At no time can an employee accrue more than an additional five (5) days above the vacation days for their number of years of experience. Employees may not take vacation time that they have not earned without prior approval from both his/her supervisor, and the Treasurer and/or Superintendent. Vacation days may be taken in half- or full-day increments during the school year and may be taken in quarter-half-or full-day increments when school is not in session.

New (probationary) employees will accrue two weeks vacation during their first year. No vacation days may be taken until six (6) months of service has been completed.

<u>Experience</u>	<u>Vacation</u>	<u>Experience</u>	<u>Vacation</u>
1 year completed	10 days	11 years completed	17 days
2 years completed	10 days	12 years completed	18 days
3 years completed	10 days	13 years completed	19 days
4 years completed	10 days	14 years completed	20 days
5 years completed	11 days	15 years completed	21 days
6 years completed	12 days	16 years completed	22 days
7 years completed	13 days	17 years completed	23 days
8 years completed	14 days	18 years completed	24 days
9 years completed	15 days	19 years+ completed	25 days
10 years completed	16 days		

Based on seniority, one custodian at Bellville, at Butler, and at the High School may have the option of scheduling one week vacation at either the Christmas break or the Easter break. Vacation time earned may be used whenever an employee wishes with the approval of the Supervisor.

Employees who are eligible for vacation may use one-week vacation at either Easter or Christmas. Planned vacation requests of four or more consecutive workdays (which

might include a weekend or holiday(s) in the middle) must be submitted to the Supervisor by May 1<sup>st</sup> for vacations between the last day of school and the first day of school.

Placement on the vacation chart at the time of a transfer from a position that does not earn vacation to a position that does earn vacation will be computed by multiplying regular hours worked per day times the days worked per year times the years worked and dividing by 2080. Conventional rounding will be used to the nearest whole year. This calculation will only be used to determine the placement on the vacation chart. The Board of Education agrees to use this formula retroactively for actively employed members of the bargaining unit who transferred to positions that had vacation as a benefit and were originally placed on the first step.

An employee may exchange up to ten (10) unused vacation days for payment in lieu of taking off the days. An employee, who has completed fifteen (15) consecutive years with the district, may exchange up to fifteen (15) unused vacation days for payment in lieu of taking off the days. Payment will be calculated using the per-diem rate that was in effect at the time the vacation days were earned. The employee may indicate on their Request for Time Off/Comp Time sheet their desire to “cash in” vacation days(s) and it will be added to the employee’s payroll check during the next payroll-processing period.

### **EXAMPLES**

#### **Vacation Calculation Upon Transfer**

Formula for calculation of vacation:	Years of work in position times the length of the contract in days Times the hours per day in that position Divided by 2080 (hours of work in a 12 month position) equals the 12 month equivalence.
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#### **Example 1 – 4 year bus driver transfers to a custodial position**

Length of Contract	Years	Hours/day	12 Month Hours	12 Month Equivalence	Rounded
180	4	4	2080	1.38461538	1

**This employee would be given one year of credit on the vacation chart on page 21 of the contract.**

#### **Example 2 – 9 years as 3 hours cook’s helper transfer to custodial**

Length of Contract	Years	Hours/day	12 Month Hours	12 Month Equivalence	Rounded

180            9            3            2080            2.33653846 2

**This employee would be given 2 years of credit on the vacation chart on page 21 of the contract.**

**Example 3 – 14 year bus driver with 6 years of kindergarten transfers to custodial.**

Length of Contract	Years	Hours/day	12 Month	12 Month	Rounded
180	8	4	2080	2.76923077	
180	6	5.5	2080	2.85576923	
				Total 5.625	6

**This employee would be given 6 years of credit on the vacation chart on page 21 of the contract.**

### **ARTICLE 20 – CALAMITY HOURS**

In the event school is closed or dismissed early because of weather conditions or other reasons, the afternoon and evening activities may be cancelled or postponed. Use of building permits may be marked for outside and/or community groups, indicating that school facilities may not be available for use on these days. Those employees who report to work on a day that school is closed for weather conditions or other reasons will be given compensatory time off for time needed to work. On days when school is delayed, no additional compensation will be paid beyond the employee’s regularly scheduled hours.

When unusual situations arise, the Superintendent or his/her designee and the Union leadership will meet to discuss handling of compensation for those situations.

When more than the number of calamity days allotted by the District are used during the school year, the make up days that have been Board approved will go into effect. Should those make-up days occur on Martin Luther King or Presidents’ Day holidays, twelve-month employees will receive compensatory time for the hours worked on that day. Non-twelve month employees will trade the make-up day from the end of the school year to occur on the holiday and shall be compensated at their regular rate of pay for the hours worked. Time and a half or double-time shall not apply on make-up days that occur on a holiday.

On days when school is delayed, no additional compensation will be paid beyond the employee’s regularly scheduled hours. All employees except Bus Drivers and Bus Aides are expected to report to work at their normal start times.

### **ARTICLE 21 – HOLIDAYS**

1. Twelve-month employees shall receive the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

2. Non twelve-month employees shall receive the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day\*

Labor Day\*  
Thanksgiving Day  
Christmas Day

\*These holidays shall only be paid if they fall into the regular employees' regular work year.

3. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday and when a holiday falls on a Sunday, the following Monday shall be considered the holiday unless otherwise agreed upon between the Superintendent and the Union President.

## **ARTICLE 22 – PAYROLL DEDUCTIONS**

Payroll deductions will include the following:

1. OAPSE dues
2. Annuities.
3. Federal, Ohio and local taxes.
4. United Way
5. Charities that benefit families and children.
6. AFSCME PEOPLE: 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 written authorization. Such authorization is voluntary and must be authorized by the employee in writing. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A minimum of five (5) employees must contribute to PEOPLE before this section takes effect.

Payroll deductions under ARTICLE 22, Section 1, will be irrevocable for the term of this agreement.

### **ARTICLE 23 – BARGAINING UNIT PRIVILEGES**

1. The Superintendent shall authorize a combined total of three (3) days per year to one member of OAPSE to attend their annual convention. Those three (3) days will be counted as professional days for the employee.
2. OAPSE shall have the following rights in addition to ~~THE~~ the rights contained in any other portion of this agreement:
  - A. To use the District facilities ~~of any building~~ for meetings, without fee, upon notification of the administrator in charge of the District facility ~~such building~~. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said facility ~~building~~. The Union shall be responsible for any additional custodial cost involved in the use of the facility ~~building~~ (i.e., cleanup, overtime).
  - B. To use Board owned equipment including computers, calculators, copy machines/duplicating equipment, public address equipment, and audiovisual equipment at times that do not interfere with the operation of the school system is requested in advance. Appropriate administrators shall be notified prior to the use of Board owned equipment. Any expendable supplies such as paper and envelopes will be supplied by the Union.
3. The Union shall provide the Treasurer's office with ~~employer or his designated representative~~, an official roster of ~~its~~ Union officers, ~~and~~ representatives, and members, which is to be kept current at all times by the Union and to include the following:
  - A. Name, address and telephone number.
  - B. Job classification(s), title and immediate supervisor.
  - C. Union office held.
4. The Board, central office personnel, building administration and all other administrators shall recognize one (1) ~~building~~ representative at each school ~~building~~ and/or transportation building.
5. Employees who wish to take ~~computer classes offered through the school~~

~~system~~ any professional development offered by the District shall be able to take such classes free of charge.

6. Second shift ~~OAPSE~~ Union members will have sixty (60) minutes release time to attend Union meetings with notification of their immediate supervisor. The sixty (60) minutes is not to be deducted from pay. Employees will be released from work a maximum of three (3) meetings per year. If an employee wishes to attend more than three (3) meetings per year, they shall request the approval of the Superintendent or his/her designee.
7. Staff members shall receive an individual "Sports Pass" each year that will allow him/her (not family members or others) to enter all District home games for Clear Fork Valley Schools' athletic events except Ohio High School Athletic Association sanctioned tournament games, matches or other such events.

#### **ARTICLE 24 – OAPSE CHAPTER DUES CHECK OFF**

The Treasurer's office will deduct dues from all members in the bargaining unit and remit same to OAPSE's State Treasurer within thirty (30) days of the date such deductions are made. Deductions will begin during the month following the first day of employment and extend over twelve months.

#### **ARTICLE 25 - MAINTENANCE OF MEMBERSHIP**

The process on the employee's union application

#### **ARTICLE 26 – NOTICE OF NEW EMPLOYEES**

The Board of Education shall notify the Local President when an individual new to the Bargaining Unit has been offered a contract. If that employee accepts a contract with the District, the President or his/her designee and the new employee shall have thirty (30) minutes of paid time to meet in private and discuss union membership and benefits. The Board agrees to enforce this provision.

#### **ARTICLE 27 – HEALTH AND SAFETY**

The Board will provide classified employees with safe, healthful working conditions; a safe work environment, safe supplies, equipment and proper training in the use of these materials.

Regarding any non-insured medical or property damage costs, the Board or its representatives will be an advocate for due process to facilitate compensation for losses incurred by an employee.

#### **ARTICLE 28 – MILEAGE REIMBURSEMENT**

The Board will pay the same rate that is in effect with the CFVEA for use of an employee's personal vehicle for job-related activities. Mileage reimbursement will not be given for employees to go between buildings that are located on the same campus.

## ARTICLE 29 – GROUP INSURANCE

### A. Eligibility

1. All employees hired prior to August 28, 1998 shall maintain eligibility for insurance benefits (Comprehensive Medical / Hospitalization / Dental / Vision / Life) in accordance with their eligibility at the time of hiring. These employees are eligible for medical insurance benefits if they work fifteen (15) or more hours per week. These employees are ineligible for medical insurance benefits if they work less than fifteen hours per week.
2. The following provisions shall be effective for all employees hired on or after August 28, 1998.
  - a. Comprehensive Medical/Hospitalization, vision, dental, and life insurance benefits shall be provided on the same basis as those employees hired prior to August 28, 1998, provided the employee is hired to work six or more hours per day or is a bus driver, scheduled to drive at least a regular morning and afternoon route.
  - b. Comprehensive Medical/Hospitalization, vision and dental benefits shall be provided with the Board paying fifty percent (50%) of the premium and the employee paying fifty percent (50%) of the premium for employees (except bus drivers) hired to work more than three hours per day but less than six hours per day.
  - c. Employees (except bus drivers) hired to work three hours a day or less shall be ineligible for any insurance benefits.

### B. Plan/Coverage

The deductibles, co-pays, specific definitions and limits of coverage of the medical/hospitalization, dental and vision insurance programs of the Clear Fork Valley Local School District shall be defined by the document titled Clear Fork Valley School District Employee Medical, Dental and Vision Benefits Plan. That book is a part of this bargaining agreement by reference.

### C. Employee Contributions

Eligible employees taking full coverage of the medical, dental, and vision health insurance shall pay TEN (10) PERCENT effective JULY 1, 2019, TEN (10) PERCENT effective JULY 1, 2020 and TEN (10) PERCENT effective JULY 1, 2021



of the monthly insurance premium costs. Employees who are eligible for less than full coverage defined in Paragraph A of this Article shall pay in accordance to the provisions described in Paragraph A.

Employees who opt out of the medical insurance may receive dental and/or vision insurance at fifty percent (50%) of the monthly premium.

#### D. Election Options for Insurance Benefits

Eligible employees may elect not to take dental and/or vision coverage and the monthly premiums will be adjusted appropriately.

Eligible employees who do not wish to participate in any medical, dental, or vision insurance may opt for a payment of \$600 for twelve-month employees or \$300 for non twelve-month employees. The employee must opt out during the enrollment period each year and provide a written request for this payment to the Treasurer's Office no later than September 30<sup>th</sup>. Payments will be made by the Board or designee by the last pay of November each year. This payment will be pro-rated for employees who do not work a full contract year.

#### E. Life Insurance

The Board shall pay the full cost of maintaining current term life insurance as follows:

1. For members of the bargaining unit working thirty (30) or more hours per week - \$30,000 coverage.
2. \$15,000 for employees working less than thirty (30) hours per week.

#### F. Insurance Committee

An Insurance Committee will be established in the Clear Fork Valley Local School District composed of 2 members of OAPSE #282, 2 members of CFVEA and four (4) administrators representing the Board of Education. The purpose of the committee will be to evaluate the extent of coverage in the comprehensive medical/hospitalization, vision and dental insurance plans and to make recommendations for consideration by the Board, the CFVEA and OAPSE #282 for future negotiations. The Committee will meet regularly. Any changes of the Third party administrator for the insurance program must be a majority vote of the members of the Insurance Committee.

The Union also proposes several additions to the current insurance plan (additions are attached). Future modifications to the insurance plan are agreed to be based upon recommendations made by the CFVLS Insurance Committee, which includes representatives of OAPSE Local #282. The Local must ratify changes before being

implemented.

#### G. SECTION 125

The Board shall make available to employees the option to make the employee portion of premium payments on a pre-tax basis by instituting a plan under Section 125 of the Internal Revenue Code.

Example: Employee pays \$30/month for hospitalization premium: Section 125 Plan “shelters” the amount of the premium by the tax percentage paid by the employee thus reducing the net amount paid by the employee for hospitalization.

$\$30.00 \text{ premium} \times 28\% \text{ (or } 15\% \text{ tax bracket)} = \$8.40 \text{ sheltered premium for family plan.}$   
 $\$30.00 \text{ minus } \$8.40 = \$21.60 \text{ employee saves on his/her taxes. Net savings in one year in taxes is } 12 \times \$21.60 = \$259.20.$

#### H. PRESCRIPTION REIMBURSEMENT

The Board will reimburse employees carrying family coverage up to two hundred (\$200.00) dollars and employees carrying single coverage up to one hundred (\$100.00) dollars per calendar year for prescription drug expenses.

Employees will submit their prescription receipts only once per calendar year, and within sixty (60) days after December 31<sup>st</sup>. Prescription drug reimbursement payments will occur during the month of March.

#### I. COVERAGE PERIOD

Eligible employees will be covered from their start date with the District and coverage will cease at midnight on the last day of the month of employment with the District for retirement or termination. For employees who resign of their own choosing, coverage will cease at midnight of their last day of service with the understanding that COBRA benefits would be offered as directed under the law.

### **ARTICLE 30 – COMPENSATION INFORMATION**

1. Employees employed on a yearly basis shall be paid in twenty-four (24) pay periods. If the payday falls on a bank holiday, payment shall fall on the preceding day. Will ONLY take affect if the teachers’ union also agrees to twenty-four (24) pay periods.
2. Compensatory time may be earned by an employee working their contracted job(s) more than his/her regularly scheduled/contracted hours or working on a calamity day. Accumulated compensatory time may be taken with the approval of the employee’s supervisor. The request to use compensatory time must be submitted to the employee’s supervisor a minimum of two working days prior to the requested time off. The approval of compensatory time off request cannot be unreasonably denied. An employee may elect to take compensatory time at

the rate of one and one half (1-1/2) hours compensatory time off for each hour of overtime worked or at the rate of one hour for each additional hour worked above the employee's contracted hours. Employees must designate to their supervisor within the next scheduled workday after the overtime is worked whether the overtime is to be accumulated as compensatory time. Employees may earn no more than an amount equal to ten (10) days of their individual contracted work hours during each school year. Compensatory time off shall not be utilized during the first month of the school year or the last month of the school year. The Superintendent or Superintendent's designee may grant exceptions on a case-by-case basis. Any unused compensatory time at the end of the contract year will be paid at the employee's hourly rate of pay that was in effect when the compensatory time was earned. This pay will be added to the employee's payroll check during the next payroll-processing period.

If an employee does not receive approval or denial within five (5) working days after submitting the request, employee will be granted said compensatory time except in the case of a two-hour delay.

3. Time and one half shall be paid to regular non-teaching employees who work over forty (40) hours in any one work week. The workweek shall be defined as 12:00:00 AM Monday through 11:59:59 PM Sunday. Monday through Friday may be the standard workweek for all employees. Sunday and paid holidays shall be at the rate of double-time provided the employee has worked their total scheduled hours for the week. Calamity days or any other school day the Superintendent has closed the school shall be counted towards hours worked for the week. Personal, compensatory time and Sick days shall not be counted towards hours worked for the week when calculating overtime or double-time. In situations involving coverage of a school event or unusual circumstances, Holidays and one vacation day shall be counted as time worked when calculating overtime or double-time. All time worked more than an employee's regularly scheduled hours shall be approved in advance by a supervisor or administrator of the District.
4. Hours: All overtime shall be voluntary except in the case of an emergency. Emergencies shall be designated by the Superintendent, or building principal in his/her absence, and will be limited to events which adversely impact the educational process. Employees may be excused from participation in mandatory overtime for his/her own emergency.
5. Report Pay: Any employee called in to work on a day or at a time when the employee is not scheduled to work shall receive a two-hour minimum pay at his/her appropriate rate per hour. It is understood that the employee will provide two (2) hours of work service as designated by their direct supervisor in the case of a calamity delay/close. (Head custodians assigned to check boilers on weekends and bus return trips are exempt

from report pay.)

5. All cafeteria employees who are contracted to work banquets and activities shall be paid at their regular hourly rate by sponsoring organization or the school district.
  
6. Weekend Building Checks
  - a. The head custodians at each school building shall work 8.0 hours a day with a 30-minute unpaid lunch. Weekend building checks shall be compensated at the regular rate of pay unless he/she has completed forty (40) hours then he/she shall be compensated at time and one-half the regular rate of pay.
  - b. Building checks of all schools shall be performed by the Head Custodians of each building unless:
    - i. The Maintenance Supervisor advises that no building check shall be performed.
    - ii. There is a weekend event scheduled at the school in which case the building check shall be performed by the custodian assigned to that building.
  - c. Head Custodians shall be allotted a maximum of thirty (30) minutes per day for building checks and shall be required to clock in and out when doing weekend building checks.
  - d. Additional time allotted for building checks must be approved in advance in writing by a supervisor.
  - e. Weekend building checks for elementary school buildings shall not occur during the summer months when school is not in session.
  - f. Weekend building checks for the high school shall occur each weekend from the last day school is in session until the first day school is in session.
  - g. Weekend building checks shall not occur on the following holidays:  
  
4<sup>th</sup> of July  
Memorial Day  
Labor Day  
Good Friday (if the outside temperature is above 32 degrees Fahrenheit)

7. All educational aides must a paraprofessional license. For those educational aides who do not have such license, the Board shall reimburse each employee up to a maximum of \$500.00 upon presentation of having successfully obtained said license. Failure to obtain a paraprofessional license by the start of the license may result in suspension of employment until such license has been obtained and/or termination of employment with the Clear Fork Valley Local School District.

8. Second shift employees shall receive ten (\$0.10) cents per hour differential. "Float" employees will receive ten (\$0.10) cents per hour differential. Employees on third shift (overnight) will remain on third shift (overnight) during the school year. Any employee working overnight 10 P.M. – 6:30 A.M. shall receive an additional twenty (\$0.20) per hour.

9. The compensation for twelve month employees will be computed each school year based upon the actual number of school workdays plus paid holidays between July 1<sup>st</sup> and the following June 30<sup>th</sup>.

10. Wage Schedule A represents the hourly rate for all positions in the bargaining unit for the duration of the contract unless it is modified by future negotiations.

11. Wage increases on the base:

2019 – 2020	2020 – 2021	2021 – 2022
½% (0.05%)	½% (0.05%)	½% (0.05%)

### **ARTICLE 31 – CREDIT UNION AND TAX SHELTERS**

The Board agrees to deduct tax sheltered annuity payments, when at least five (5) staff members have annuity contracts with a particular company. These deductions will take effect the first pay of the month after the initial billing is received from the annuity company. These deductions may be modified or halted the first pay of the month after written notice is supplied to the Treasurer and after the annuity company drops the bargaining unit member from the billing – whichever occurs last. IRS regulations shall be followed for any employees participating in tax-sheltered annuities.

Every member of the bargaining unit shall have deducted from each pay the full employee rate established by SERS. \*(Plus any other deductions required by ordinance or law (Medicare, for an example).

### **ARTICLE 32 – WORK RULES**

1. No work rules or policies shall conflict with or violate any provisions of this agreement, state, or federal laws.

2. Such rules and policies shall be applied consistently where applicable.

### **ARTICLE 33 – CONTINUOUS PERFORMANCE PLEDGE**

1. The Association and its agents agree not to call, engage in, sanction or approve any strike, or other work stoppage during the duration of this agreement.
2. The Board agrees there will be no lockout of employees.
3. The Union and the Board will make every reasonable effort to prevent violations of this pledge.

### **ARTICLE 34 – SERS PICK-UP**

The Board hereby agrees with OAPSE to pick-up, utilizing the salary reduction method, contributions to the School Employee's Retirement System (SERS) to be paid on behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be picked-up on behalf of each employee shall be paid as determined by the SERS employee contribution percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced by the amount equal to the amount picked-up by the Board for the purpose of state and federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pick-up shall become effective with the inception of this Agreement and shall apply to all compensation.
4. The parties agree, that should the rules and regulations of IRS or ~~the School Employee's Retirement System~~ SERS or the laws of the State of Ohio change making this procedure illegal, the method of contribution will be commensurate with the law in returning to the former method of employee/employer contribution without penalty to the employee.

### **ARTICLE 35 – ZIPPER CLAUSE**

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required during the term thereof, to negotiate upon any issues whether it is covered or not covered in this Agreement unless mutually agreed.

### **ARTICLE 36 – MANAGEMENT RIGHTS**

On behalf of the Board of Education, as the representative of the voters, taxpayers, students and parents/guardians of students, the Board reserves unto itself the following rights to:

1. Direct and supervise employees.
2. Hire or promote employees.
3. Discipline or terminate employees with just cause.
4. Determine the size of the work force.
5. Maintain the efficiency of operations in the Clear Fork Valley Local School District and the personnel by which such operation shall be carried out.
6. Exercise any other power or prerogative given it under the Ohio Revised Code of ~~the State of Ohio~~ or any reasonable inference to be drawn there from not consistent with a specific provision of this Agreement.
7. Evaluate employees annually. The employee shall be given a copy of the evaluation before it is placed in the personnel file. Each employee may add a rebuttal to the evaluation if desired.

### **ARTICLE 37 – TIME CLOCKS**

1. Employees will not be required to punch out for lunch. However, they will not be paid for this time.
2. If the clock is malfunctioning, the employee shall submit a mis-punch slip to their supervisor.
3. Employees shall have the option to request weekly or pay period printouts of his/her recorded time from the payroll department.

### **ARTICLE 38 – RESIDENCY STIPENDS & INCENTIVES**

#### **Stipend**

All employees, who live within the Clear Fork Valley Local School District shall receive a residency stipend of \$250.00. The stipend shall be paid during the month of December.

#### **Attendance Incentive**

All support staff members who have accumulated less than **Two Hundred and Fifty (250)** sick days as of **July 1st each year**, shall receive the following attendance

incentives to be paid quarterly:

Missing zero days per quarter excluding professional days: \$100.00

Missing only one day per quarter excluding professional days: \$75.00

Missing only two days per quarter excluding professional days: \$50.00

**For purposes of this incentive**, all support staff members who have accumulated the maximum of Two Hundred and Fifty (250) sick days **each calendar year** may *hypothetically* accumulate an additional fifteen (15) days up to Two Hundred and Sixty Five (265) sick days and shall be paid their per diem rate for each day they accumulate and do not use between the Two Hundred Fifty (250) and Two Hundred (265) days. Payment shall be made the last paycheck in June.

At the beginning of each contractual year the employee shall return to Two Hundred Fifty (250) sick days.

#### **ARTICLE 39 – CONTROLLED SUBSTANCE AND ALCOHOL TESTING**

There will be two types of testing that may occur:

A. Pre-Employment Testing

Prior to being offered an initial contract of employment with the District, an individual must successfully pass a pre-employment testing procedure for Controlled Substances and alcohol.

B. Reasonable Suspicion Testing.

An employee shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the employee may be under the influence of a controlled substance, an illegal substance, and/or alcohol. A “Trained Supervisory Employee” is an employee who has successfully completed a course designed to teach the employee to recognize indicia that another person is under the influence of a controlled substance, illegal substance, or alcohol.

C. Employees who are renewing a BCI and/or FBI criminal background check must also successfully pass an employment testing procedure for Controlled Substances and alcohol.

In the event an employee tests positive, Board policy shall be followed.

#### **ARTICLE 40 – DURATION OF AGREEMENT**



This Agreement is entered into by and between the Board Of Education of the Clear Fork Valley Local School District and the Ohio Association of Public School Employees (OAPSE) Local #282 for the period from midnight July 1, **2019** to and including midnight, June 30, **2022**.

This Agreement attested to this day \_\_\_\_ of \_\_\_\_\_, 2019 between the parties shall bind the Board of Education and OAPSE Local #282 as Agreed.

\_\_\_\_\_  
Clear Fork Valley Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clear Fork Valley Local Schools Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
OAPSE Local #282 President

\_\_\_\_\_  
Date

\_\_\_\_\_  
OAPSE Field Representative

\_\_\_\_\_  
Date