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CONTRACT

between the

BOARD OF EDUCATION
OF THE CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AND ITS LOCAL #541

July 1, 2013 through June 30, 2015

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SIDE LETTER DATED 7/9/2013	

PREAMBLE

This Agreement is entered into by and between the Carrollton Exempted Village Board of Education, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE) and the Ohio Association of Public School Employees Local #541, hereinafter referred to as the "Association." The Association is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO. The Agreement contained herein represents the entire agreement between the parties and supersedes and cancels all prior practices and agreements.

ARTICLE 1— RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule. These classifications of personnel are:

Custodian	Mechanic	Bus Driver
Secretary	Food Service	Special Needs Aide
Classroom Aide		

The Treasurer of the Board, Office Staff of the Treasurer, Office Staff of the Superintendent, Supervisors, Head Custodian, EMIS Coordinator, and Substitutes are excluded from the bargaining unit and this Agreement.

- C. Any election to determine bargaining unit representation must comply with Ohio Revised Code Chapter 4117.
- D. All future positions whose duties are of a supervisory nature according to SERB guidelines, shall not be members of the bargaining unit. When a different position/classification is created that is a bargaining unit position, the Superintendent and OAPSE representative shall meet to negotiate a salary schedule.
- E. The Association as sole and exclusive bargaining agent shall be granted the following rights:
 - 1. Use of the office bulletin boards.
 - 2. To make organizational announcements at the end of the in-service meetings.
 - 3. Use of the internal mail system of the school for distribution of Association materials so long as the use is concomitant with the school use of such system.
 - 4. To be a regular part of the Board meeting agenda for rights to speak at specified times during such meetings and for the president of OAPSE Local #541 to be provided with a copy of the agenda for all Board meetings.
 - 5. Access through the District's Website to all Board-Policies and any addendum and/or updates.

ARTICLE 2 — INDIVIDUAL RIGHTS

- A. Full-time and regular short-hour bargaining unit personnel have the right to join in, participate in, and assist the Association and the right to refrain from such.
- B. Membership shall not be a prerequisite for employment or continuation of employment of any employees.

ARTICLE 3 — MANAGEMENT RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in Revised Code Section 4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary, shall be limited only by the terms of this Agreement, as entered in the Board minutes, with the Association.

ARTICLE 4 — NEGOTIATIONS PROCEDURE

- A. Negotiating Team. The Board, or the designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team will be limited to five (5) people; the Association's negotiating team will be limited to a six (6) member team.
- B. Clerical Assistance. Necessary clerical assistance will be provided by the party needing such.
- C. Exchange of Information. Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- D. Request for Meeting. A written request to begin negotiations shall be made by either party no less than 105 days prior to the expiration of the contract. A copy of the Notice to Negotiate shall be filed with the SERB at the time such a request is served upon the other party. The first negotiations meeting shall be held no earlier than 90 days before expiration of the contract.
- E. Submission of Issues. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed to by both parties.
- F. Caucus. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time up to 30 minutes within which to caucus in privacy. This may be extended by mutual agreement.
- G. Progress Reports. During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives.

- H. News Releases. News releases may only be made with approval by the parties until the declaration of impasse by either party.
- I. Protocol. No action to coerce, censure, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- J. Items Agreement. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification of the membership of the Association and adoption by the Board.
- K. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association for ratification and then to the Board for adoption. When adopted by the Board, the Agreement shall become part of the Official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.
- L. Intent to Recommend. Prior to the negotiated Agreement being presented to the Association and to the Board, both negotiating teams shall recommend adoption of the tentative Agreement.

ARTICLE 5 — DISPUTE RESOLUTION PROCEDURE

- A. In the event an Agreement is not reached by negotiations, either of the parties shall have the option of declaring impasse.
- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The cost of a Mediator shall be shared equally by both parties.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- D. The impasse procedure set forth in this article constitutes the parties agreed upon dispute settlement procedure and supersedes the statutory procedures set forth in O.R.C. §4117.14 (C).

ARTICLE 6 — NO STRIKE

There shall be no strike, slow down or work stoppage by the Association for the duration of this Agreement. Also, the Board agrees there will be no lockout of bargaining unit members for the duration of this Agreement.

ARTICLE 7 — ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS

- A. All employees in the bargaining unit covered by the contract who are members of the Union on the date the contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this contract, continue to be members of the Union, and the Board shall not honor dues deduction (check off) revocations from such employees except as provided herein.
- B. The Board will deduct monthly dues from the pay of the employees covered by this contract upon receipt from the Union by September 30th each year of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that any employee shall have the right to revoke such authorization by giving written notice to the Union and the Board Treasurer at the time during the ten (10) days prior to the expiration of this contract.
- C. The Board of Education agrees to deduct from the wages of any employee who is a member of the OAPSE #541 a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee by giving written notice to both the Board and the Union. Once authorization is revoked, deductions cannot be started again until the first pay of the next contracted year. The Board 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.
- D. The Boards 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 OAPSE Local #541 by August 15 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty (20) equal installments beginning in November and ending in August.
- E. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of dues, along with a dues deduction report.
- F. The Board agrees not to honor any check off authorizations or dues deductions 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.

- G. The Union agrees that it will indemnify and hold the Board harmless from any action growing out of these deductions and commenced by any person against the Board. The Union assumes full responsibility for the disposition of the dues and fees so deducted once they have been forwarded to it.
- H. On the effective date of this agreement or sixty (60) days following the beginning of employment, whichever is later, and as a condition of employment, employees in the bargaining unit who are not members of the Union shall pay a fair share fee. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit. OAPSE/AFSCME Local 4/AFL-CIO and its Local #541 are responsible for litigation concerning fair share. Employees hired prior to June 1, 2001 that are not members of the Union shall be exempt from this provision.
- I. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 8 — GRIEVANCE PROCEDURE

- A. Definitions. A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievant shall mean an employee, group of employees, or officer of OAPSE Local #541.
- B. Procedure. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure. (Forms are attached hereto as Appendix D.)

Step One — Within fifteen (15) working days of the time a grievance arises or the grievant knew or had knowledge of the grievance, the employee will present the grievance in writing to his/her supervisor or designee. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall schedule a meeting. A response shall be submitted to OAPSE and the aggrieved within three (3) working days after the meeting.

Step Two — If the grievance is not resolved in Step One the employee may within three (3) working days of receipt of the supervisors answer, submit to the Superintendent or designated representative the answer at Step One and request a meeting. The Superintendent or his designated representative shall schedule the meeting within five (5) working days. The Superintendent or designee shall respond to OAPSE and the aggrieved within three (3) working days after the meeting.

Step Three — If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the employee and his/her designated Association representative may within three (3) working days appeal the decision to the Board of

Education. At the next regularly scheduled Board of Education meeting the employee and his/her Association representative may present his/her appeal. Within five (5) days the Board will notify the employee and the designated representative of the decision.

Step Four — If the grievant is not satisfied as a result of the procedure provided in Step Three, the Association may within twenty (20) working days contact the Federal Mediation and Conciliation Service to request services of a Mediator to assist in exploring potential resolution of the grievance. A mediation conference(s) will be scheduled at the earliest date that the mediator, the parties and their representatives are available. Mediation conferences will be informal, held in private session, and confidential. Resolution of any grievances through mediation shall be reduced to writing and be on a “no-precedent” setting basis, unless the Association and Board agree otherwise. The Association and Board will equally share the costs of the mediator, but are responsible for their own legal/representative expense.

Step Five — If the grievance is not resolved as a result of the procedure provided in Step Four, the Association may within twenty (20) working days submit the grievance to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. This shall be done by completing Step Four of the Grievance Report Form and filing it with the Board of Education and the American Arbitration Association.

C. Arbitration.

1. Powers. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violations of this Master Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to law or the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide 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 his/her decision. The arbitrator shall have no power to establish salary schedules or change salary schedules.
2. Finding. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and the Administration/Board.
3. Costs. The cost of the Arbitrator shall be shared equally by OAPSE and the Board of Education.

D. Miscellaneous.

1. Any grievance must be filed on the authorized form.
2. Any grievance not advanced to the next step by the Association within the time limit in that step, shall be deemed resolved by the Administration's last answer.

3. Any grievance not answered by the Administration within the time limit in that step shall be automatically advanced to the next step of the procedure.
4. Time limits may be mutually extended by the Administration and the Association in writing; then the new date shall prevail.
5. The agreed to grievance form shall be made available to any employee requesting such, either through his Supervisor or Association Representative.
6. All documents pertaining to a grievance which has been filed shall not be placed in an employee's personnel file, but will be placed in confidential files located in the administration office and in the confidential file of the President of OAPSE.
7. There will be no discussion of grievances by unit members during work time, except in unusual circumstances and with express permission of the supervisor.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by any reason of such participation.
9. Employees are encouraged, but not required, to attempt to resolve the grievance informally with their supervisor before filing a formal grievance.
10. Employees may be represented only by OAPSE at levels of the grievance procedure beginning at Step Two (2).
11. One unit member engaged during the school day on behalf of the Association with any representative of the Board in any grievance including arbitration, shall be released from regular duties without loss of salary. In addition up to four grievants will be released from regular duties, either by rearrangement of regular duties, salary loss or personal day to attend a grievance arbitration hearing.

ARTICLE 9 — SALARY SCHEDULE

- A. For the life of this contract, employees shall be paid in accordance with Appendix A.
- B. Employees will advance on the salary schedule as of July 1 of each year. Years of experience refer to experience within a job classification.
- C. In order to qualify for a two-year contract or advance on the salary schedule, an employee must have been contracted to work under regular contract at least 120 work days during the preceding contract year.
- D. The Superintendent has the authority to grant salary experience credit to new employees in skilled positions.
- E. If an employee's hours are reduced by the Board, hospitalization benefits will remain the

same unless the reduction is at the request of the employee.

- F. For the 2013-2014 school year only, drivers shall be paid an additional amount of \$4.00 for each required pre-trip inspection.
- G. Employees whose largest percentage of regularly scheduled hours occur between 3:00 p.m. and 11:00 p.m. shall receive an additional fifteen cents (\$.15) per hour during the regular school year.

ARTICLE 10 — HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

- A. OAPSE Local #541 shall have equal representation on the Health Care Committee. The committee will review insurance information and explore alternatives to provide cost savings measures.
- B. The Board shall contract for and provide health insurance, major medical insurance, prescription coverage and dental insurance, family or single, as appropriate for eligible classified employees. Nothing herein prevents the Board from offering an affordable low cost plan as well as another health insurance plan to eligible classified employees that are the same or different from those offered to eligible certified employees.

The health care plan is:

- From July 1, 2013, through the date all eligible classified employees are moved to the health plan in Appendix B-1 (“Transition Date”), each employee currently on either the health plan under Appendix B-1 or B-3 shall remain on that plan.
- On the Transition Date, all employees on Appendix B-3 shall be moved to Appendix B-1. From the Transition Date until December 31, 2014, Appendix B-1 shall be in effect. On the Transition Date, Appendix B-3 shall no longer be in effect.
- On January 1, 2015, all employees on Appendix B-1 shall be moved to Appendix B-2. From the January 1, 2015 through June 30, 2015, Appendix B-2 shall be in effect. On January 1, 2015, Appendix B-1 shall no longer be in effect.

All classified employees, with the exception of bus drivers, whose normal contractual work year consists of at least thirty (30) hours per week shall be deemed “eligible classified employees” for benefits under this Article.

Eligible classified employees choosing to elect health insurance coverage through the District shall pay the following monthly premium:

From July 1, 2013, through the date all eligible classified employees are moved to the health plan in Appendix B-3 (“Transition Date”), those classified employees shall continue on the health plan they were on as of November 15, 2013, (either Appendix B-1 or B-3). Effective the first feasible pay period following the Board’s adoption of this contract, the employee contribution shall be as follows:

- For those full-time employees on the plan under Appendix B-3, they shall remain at Family Plan \$50 per month/Single \$0 until the Transition Date.
- Regular short hour employees on the plan under Appendix B-3 who have paid \$120 per month through the date the Board adopts this Agreement, shall have their monthly contribution reduced to Family Plan \$100 per month/Single \$0 until the Transition Date. These employees shall not be reimbursed for the \$20 difference from July 1, 2013, through the Transition Date.
- For those employees on the plan under Appendix B-1, they shall remain at Family Plan \$100 per month/Single \$0 until the Transition Date.

Effective the Transition Date through June 30, 2014, all eligible classified employees: Family Plan \$100 per month/Single \$0 per month.

From July 1, 2014, through June 30, 2015, Family Plan \$100 per month/Single \$50 per month.

Full-time is defined as a schedule of 5 days per week and 30 hours or more per week, or 5 days per week and 5 runs per day.

Regular Short Hour is defined as 4 hours — 5.99 hours or 3.0 — 4.99 runs per day.

Regular Short Hour with less than 4 hours per day are not eligible for benefits.

Employee contributions will be on a pre-tax basis.

The Board of Education will follow all federal health care mandates. Any modifications to Article 10 that require a 60-day wait period under federal law prior to implementation will take effect 60-days after adoption of this Agreement by the Board.

The Board shall offer employees a vision plan through a carrier within one hundred twenty (120) calendar days of ratification of this agreement. Once created, a Schedule of Vision Benefits will be generated and added as an appendix to the labor contract. Participation in the vision plan will be optional for the employee, with the employee being responsible for paying the full monthly premium charged to the Board. The Board will take steps to allow employees to use pre-tax dollars towards the vision plan premium beginning no later than December 31, 2014.

During the term of the Contract, should the Board decide to take a premium holiday for any month(s), the employee will not be required to make that month's employee health premium contribution. Nothing herein requires the Board to take a premium holiday.

- C. In order to continue on group insurance coverage during an approved Board leave of absence, the employee must pay the Treasurer by payroll deduction OR by the 20th of each month, for the following month, the full cost of the employee's monthly premium for the coverages.

Failure to timely pay the employee's portion either through payroll deduction or by the 20th of each month for the following month will result in cancellation of coverage and notification of continuation rights under COBRA.

ARTICLE 11— LIFE INSURANCE

The Board of Education shall provide all regular employees who have not reached their seventieth birth date, a forty thousand dollar (\$40,000.00) term life insurance policy with double indemnity for accidental death or dismemberment.

For those regular employees who are seventy years of age or older, the Board of Education shall provide five thousand dollars (\$5,000.00) term insurance with double indemnity for accidental death and dismemberment.

If the foregoing coverage is unavailable for those individuals age sixty-five and over, the necessary adjustments will be made to coincide with the company's policy.

ARTICLE 12 — LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick Leave Accumulation. Sick leave credit shall accumulate at the rate of 1-1/4 days per month and at a maximum of 15 days per year. Each 9, 10, and 11 month employee's maximum accumulation shall be 240 days. Each 12 month employee's maximum accumulation shall be 260 days.
2. Sick Leave Use. An employee may use sick leave for absence due to personal illness, pregnancy illness, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the employee.
3. Immediate Family. Immediate family for purposes of this policy shall include:

Spouse	Sister
Children	In-laws
Parents	Step-children
Grandparents	Step-parents
Grandchildren	Foster Children
Brother	Foster Parents

B. PERSONAL LEAVE

Eligibility for up to three (3) days personal leave per year shall be governed by the Personal Leave Form attached hereto as Appendix E, which shall be completed by the unit member. Unit members required to appear at a legal hearing on a school-related incident shall not be charged with personal leave.

Any unused personal leave will be converted to sick leave after the end of the fiscal year.

C. UNPAID LEAVES OF ABSENCE

An employee who has used all of his/her sick leave or who qualifies and has decided to utilize Workers' Compensation instead of sick leave, shall request an unpaid medical leave of absence in writing from the Board. A bargaining unit member who is granted an unpaid leave of absence by the Board may first utilize leave granted under the Family and Medical Leave Act of 1993, if eligible.

After Family and Medical Leave benefits terminate, employees on approved leaves of absence shall be permitted to continue participation in a group hospitalization and life insurance plan provided employees pay the Treasurer by the 20th of each month the full cost of premiums for coverage for the coming month or coverage will be terminated.

Upon return to service, employees will have the seniority status, pay status, and contract status they had at the effective date of their leave.

D. FAMILY AND MEDICAL LEAVE

The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, as amended. The twelve-month period for purposes of determining the amount of FMLA leave to which an employee is entitled shall be July 1 through June 30. Currently, to be eligible for FMLA leave, an employee must have actually worked at least 1,250 hours for the Board during the twelve (12) months immediately preceding the date on which the employee's FMLA leave is to begin.

E. ATTENDANCE INCENTIVE

For every month that an employee does not use a day of sick leave, he/she shall receive an additional quarter (1/4) day of sick leave (excluding vacation and personal leave), except during the month of May when the employee shall not use any sick leave or personal leave. This shall apply during the employee's regular work year (excluding non-working months for nine and ten month employees). Employees shall submit their request by July 15th for the previous year and will be awarded the additional sick leave upon verification.

ARTICLE 13 — VACATIONS

A. Employees who are contracted to work a minimum of eleven months per year and work a minimum of 120 days under that particular contract are entitled to and shall be granted vacations with pay according to the following standards:

- After one (1) through nine (9)
complete year (s) of experienceTwo (2) weeks
- After ten (10) through fourteen (14)
complete years of experience Three (3) weeks
- After fifteen (15) through twenty-four (24)

complete years of experienceFour (4) weeks
After twenty-five (25) complete years
of experienceFive (5) weeks

- B. Generally, vacations may be taken at any time by any employee, except during the school year, when only one employee per classification per building or two employees per classification district-wide may take vacation at the same time. No employee otherwise qualified to take vacation may apply for vacation five (5) working days prior to the beginning of the school year.
- C. An employee may take vacation by submitting written notification to their immediate supervisor, on a first-come, first-served basis, and with the approval of the Superintendent or designee. Written notification shall be given as follows:
 - 1. If the vacation to be used is less than five (5) consecutive days, then three (3) workdays notification must be provided prior to the date vacation is to begin.
 - 2. If the vacation to be used is five (5) or more consecutive days, then five (5) workdays notification must be provided prior to the date vacation is to begin.
- D. Any employee who may be hospitalized, becomes ill, or has a death in the family while on vacation, may request sick leave time in place of vacation time. Personal illness must be substantiated by a signed doctor's statement and filed with the Treasurer.
- E. If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's earned vacation days. Five (5) work days constitute one (1) week's vacation.
- F. In an office, building, or department where more than one (1) employee is working, the employee with the most seniority in that office, building, or department shall have first choice for vacation scheduling.
- G. The starting date for earned vacations is July 1st of each year and all vacation time must be used by June 30th of the following year.
- H. The regular employment year shall be defined as the period of time from July 1 through June 30.
- I. For the purpose of determining vacation leave, July 1st is the anniversary date for all bargaining unit members who are regularly employed in positions which qualify for vacations.
- J. Regular contracted employees not eligible for vacation who are subsequently awarded positions which are eligible for vacation, shall receive prorated credit for time worked for vacation purposes only with a 2,080 hour work year as the basis for establishing years of credit.

ARTICLE 14 — MILEAGE POLICY

- A. An employee required to travel during the school day for school business will be reimbursed at the rate of thirty-two cents (\$.32) per mile. {Refer to Article 22 C. 4. of this Agreement. }
- B. Employees are required to submit to the Treasurer mileage reimbursement forms by the last work day of each month, or the mileage claim may be disallowed. Reimbursements will be paid within two weeks of being received by the Treasurer's office.

ARTICLE 15 — UNIFORM ALLOWANCE

The Board of Education will provide the cost of uniforms for bus mechanics. The Board of Education will provide a uniform allowance of \$165.00 per year for each bargaining unit member of the food service department. Uniforms shall not be required for cooks.

ARTICLE 16 — HOLIDAY PAY

- A. Twelve-month employees are granted nine (9) paid holidays. (July 4, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, and the next working day after Christmas.)
- B. Eleven and one-half month employees are granted seven (7) paid holidays. (July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- C. Nine and ten-month employees are granted six (6) paid holidays. (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- D. Employees who are contracted to work on Good Friday and Christmas Eve will be given one-half (1/2) day off with pay if school is not in session.

ARTICLE 17 — SEVERANCE PAY

- A. At the time of retirement each employee shall receive severance pay for accumulated, unused, sick leave. The employee must meet retirement qualifications of the School Employees Retirement System no later than 120 days after the last employee work day.
- B. The severance pay shall be determined by multiplying thirty percent (30%) of the unused sick leave days by the daily rate of pay. The maximum number of days to be paid in severance pay shall be sixty (60) days. The daily rate of pay shall be the salary on the employee's regular contract divided by the number of contract days at time of retirement.
- C. Upon proof of retirement, payment shall be made within one hundred twenty (120) days of the last work day of the employee and shall eliminate all sick leave credit accrued by the employee.
- D. When an employee has qualified for severance pay as outlined in the Master Contract he/she

may have a portion of the severance payment deferred into an annuity provided this arrangement is made in accordance with Ohio law and established district policies.

ARTICLE 18 — WORK DAY AND OVERTIME

- A. The standard work week shall be five (5) consecutive days, Monday 12:01 A.M. through Saturday 8:00 A.M.-The work day for each employee shall be specified by a job description.
- B. Two (2) inservice days per year, both prior to the start of school, will be provided for cooks. Cooks working six (6) or more hours per day shall receive a thirty (30) minute paid lunch, but shall be required to pay for their lunches, snacks, and beverages at the established rates for employees.
- C. Two (2) inservice days per year will be provided for aides. Aides working five (5) hours or more per day will be scheduled for a thirty (30) minute lunch period.
- D. Employees shall attend required meetings in addition to the regular work day with pay plus mileage if using his/her vehicle. An employee required to attend a meeting at a different location when already at work shall be reimbursed mileage. Reimbursement for this provision will be paid according to the mileage policy and Article 14.
- E. All hours worked in excess of forty (40) in one week will be paid at the rate of time and one-half (1-1/2). All hourly employees who work more than eight (8) hours in one day and bus drivers who take extra trips totaling more than eight (8) hours in one day shall receive time and one-half (1- 1/2) of their negotiated hourly rate of pay for those hours worked in excess of the eight (8) hours. When computing hours worked, all in-pay status days shall count as regular work days.
- F. Overtime shall be offered to custodians and cooks on a seniority — rotation basis. Any employee who declines overtime shall have his/her name rotated to the bottom of the rotation list and will not be granted overtime until his/her name again reaches the top of the rotation list. Custodians and cooks shall be awarded overtime within their own job location before it is offered to another custodian and cook.
- G. Overtime shall be offered on a seniority rotation basis district wide when there is no employee available from within a location. Two (2) seniority lists shall be established: one (1) list within each building and one (1) district wide. The rotation lists shall include the names of all employees who have indicated in writing to their immediate supervisor that they are willing to work overtime. In the event that no one accepts the overtime, the District shall use a substitute. In the event that no substitute accepts the work, the least senior person, in reverse rotation, on the rotation system must accept overtime if a substitute does not accept.
- H. Any employee requested to work overtime shall be given an overtime work slip authorizing the overtime. This slip is to be attached to the timesheet requesting payment.

- I. When cafeteria kitchens are used by various school and non-school groups for cooking purposes, a cook must be employed at time and one-half (1- 1/2) of their regular hourly rate of pay. If an event is cancelled the day before, the cook shall receive no pay. If an event is cancelled the day of and the cook is not notified, he/she shall be paid for two (2) hours show up time.
- J. Consistent with Board policy, the Director of Programs or his/her designee shall identify whether a custodian is needed for use of district facilities after or during hours when custodians are not on duty and shall consider the following factors: (a) is the use by a student group only or does it involve use by outside persons as well; (b) the number of people anticipated to be present; (c) whether the group will bring in food or beverages; (d) is the group charging a fee to others for the use; and (e) any other factor impacting building operation or safety. Local 541 may hold its local meetings at a district building with prior approval from the Director of Programs or his/her designee, which shall not require assignment of a custodian.

If an event is cancelled the day before, the custodian shall receive no pay. If an event is cancelled the day of and the custodian is not notified, he/she shall be paid for two (2) hours show up time.

- K. If possible and practical, employees regularly assigned to work on a less than eight (8) hours per day schedule, shall be afforded the opportunity to work up to eight (8) hours within their own classification and in their own work area before substitute employees are assigned to work. Employees who desire these extra hours shall notify their supervisor in writing.
- L. Under normal working conditions substitutes shall only be used to replace absent employees.
- M. Student workers shall be used to augment but not replace custodians. No more than one (1) student worker per period in a building shall be permitted with the exception of lunch duties and special events.
- N. Summer Work -

The Board may establish summer positions each year, which shall be paid at the following rates:

Senior Summer Cleaning - \$14.00

Junior Summer Cleaning – Minimum wage

By the first Monday in May, any short hour Custodian desiring to work during the summer will notify the Superintendent in writing. The Superintendent will identify the number of Senior Summer Cleaning positions, for which only short hour Custodians may qualify by seniority. Provided all short hour Custodians who timely requested to work the summer have

been offered a Senior Summer Cleaning position, any additional cleaning positions needed shall be posted by the Superintendent as Junior Summer Cleaning positions. The Board shall hire for the Junior Summer Cleaning positions in the following order: employees in the bargaining unit first by classification seniority then to others as chosen by the Superintendent. The Superintendent shall set the work days, work hours and work locations for the Senior Summer Cleaning and Junior Summer Cleaning positions.

Bus drivers who clean busses in the summer shall be paid the Senior Summer Cleaning rate.

ARTICLE 19 — FREQUENCY OF PAY

Pay will be received in bi-weekly equal installments to be paid on alternate Fridays, unless the District moves to a twenty-four (24)-pay period.

The District may move from a bi-weekly equal installment pay period to a twenty-four (24)-pay period no earlier than the 2014-2015 school year provided: (a) the District notifies all bargaining unit members by July 1 that the move to a twenty-four (24)-pay period will occur the first (1st) pay period of the upcoming school year; (b) the move to a twenty-four (24)-pay period is made for all District employees during the same fiscal year; and (c) the move to a twenty-four (24)-pay period is made the first pay period of that particular school year.

Direct Deposit shall be required for all bargaining unit members.

ARTICLE 20 — TRANSPORTATION

- A. Drivers requesting repairs to be made on their assigned bus shall fill out a repair form provided by the transportation secretary. When such repairs are made, the driver shall receive a copy of the repair form indicating the repair work completed and the date. Upon request drivers may review their own bus work-order records and preventive maintenance sheets. New drivers and current drivers who bid and accept another route, will do so with the provision that the bus will be stored at the lot.
- B. Extra Trip Assignment Procedure.
 - 1. All extracurricular trips are defined as any extra trip representing Carrollton Exempted Village Schools in a competition approved by the appropriate administrator, and any educational or recreational trip with a destination within the State of Ohio or out of State within two hundred forty (240) miles round trip distance from point of exit from the State to the point of entry to the State. Extracurricular trips include all shuttle runs for practice and competition.
 - 2. All extracurricular trips shall be offered first to bus drivers under contract with the Carrollton Exempted Village Board of Education. A written notice must be submitted to the transportation department for all bus drivers interested in extracurricular trips by May 15th of each year.

3. The Bus Supervisor shall post and maintain an extracurricular trip roster, which shall bear the names of all drivers desiring to take such trips. This roster shall be posted in the bus garage and shall indicate the dates, times, and names of drivers. The extracurricular trips shall be posted on the first working day of each week and will include all unassigned trips for the following three weeks. Drivers will have until 5:00 PM on the second working day after the posting of trips to mark their selections. Trips shall be awarded at the close of the selections period. Extracurricular trips shall be granted on a seniority rotation basis. The rotation will reset each July 1st.
 4. A driver who declines a trip because of either regular work, or previous commitment shall be assigned to the bottom of the list and will not be eligible to take another trip until their name reaches the top of the seniority list.
 5. Drivers shall be docked for the actual time of their regular run that is assumed by the substitute driver or that is assigned to other drivers by the District. If a substitute driver is not available to drive the regular run or the District has not assigned other drivers to cover all or part of the regular run, then the regular driver will drive his/her regular run and then drive the extra-curricular trip, unless the trip has been cancelled.
 6. When two (2) or more buses are scheduled for an extra trip to the same place, and after the rotation procedure has determined the drivers eligible the senior driver(s) decides which group he/she will take.
 7. When two (2) or more trips are going out on the same day, but different places, the rotation procedure will decide who goes where. (Senior driver does not apply.)
 8. A separate roster will be established for unexpected or last minute trips. The rotation procedure will be followed as trips are added to this roster. These trips will not affect the regular trip roster.
- C. A regular driver awarded an extra trip must supply a phone number s/he can be reached at during the day of the extra trip for purposes of receiving notification of cancellation of an extra trip. The district will notify the regular driver and the local Union president by voice mail or text message if the extra trip is cancelled.
- Subject to the sentence that follows, if the extra trip is cancelled less than 2 hours before it is scheduled to start, the regular driver will receive two hour report time at the regular rate of pay for extra trips. If the extra trip hours conflict with the regular driver's route and the driver would have been docked under (B)(5), the regular driver will not receive the two hour report time pay should s/he drive the regular route that s/he would have been docked.
- D. Routes shall be assigned by the Transportation Supervisor, subject to the approval of the Superintendent.
- E. For the 2013-2014 school year, while on a route, if the bus is broken down or delayed for a period of more than a one half (1/2) hour during the day, the driver will be compensated for

the time beyond the one-half hour at his/her normal rate of pay.

- F. For the 2013-2014 school year, in the event of a Buckeye Joint Vocational School bus driver vacancy, drivers with four (4) runs (including a satellite school) may drop his/her morning grade school run and pick-up the Buckeye Route to make the five (5) route status. If the driver in this instance stores the bus at home, he/she may continue to do so.
- G. Trip permits will include estimated length of time of trip. The Transportation Supervisor will establish the departure time of trips and the trip sponsor would state the arrival time.
- H. Overnight trips shall be on a separate roster and shall only include extra trip regular contracted drivers who are on the extra trip roster. These trips shall be assigned by seniority and there shall be no penalty imposed on a driver for refusal of a regular trip when accepting an overnight trip. No driver shall receive a second overnight trip, regardless of the time period, until all drivers on the original current overnight roster have been offered a trip. Each following year additional drivers may be added to the roster May 15th, and they shall be placed according to seniority.

Drivers shall be paid 10 hours per day, plus lodging and meals. Drivers shall be permitted to give up all regular runs (with deduct pay) to be eligible for these trips.
- I. For the 2013-2014 school year, A.M. pre-school runs shall be posted and bid in the same fashion as P.M. pre-school runs (1/4 route).
- J. The Board shall pay the following costs associated with re-certification requirements for bus drivers mandated by law.
 - 1. Mileage at established rates.
 - 2. Registration fee for class.
 - 3. The Board shall pay the cost of fingerprinting.
- K. When a regular driver has advised the Transportation Supervisor that a leave of absence for longer than 15 working days is necessary, regular bus drivers shall first be offered, according to seniority, to replace that absent driver. Replacing the absent driver is defined as assuming the absent driver's route in its entirety. A substitute bus driver shall then be called to replace the regular driver that filled in for the absent driver.
- L. The Board is responsible for obtaining driver abstracts and any associated direct costs.
- M. Drivers who fill in for an absent driver shall be paid at their regular rate of pay.
- N. For the 2013-2014 school year, special Needs Routes shall not be posted for bid every year. They will be posted only when there is a vacancy in accordance with Article 23.
- O. For the 2013-2014 school year, a run equals 1 hour and 15 minutes.

P. Classified coaches may not drive a bus for extra trips for their event.

Q. *Bus Driver Annual Physical*

The Board of Education will identify the doctor(s) the bus drivers must see for the bus driver annual physical and will pay for the physical.

R. *Establishing Base Hours for Bus Routes & Bus Driver Assignment*

The District retains its managerial right to establish bus routes each year.

Beginning the 2014-2015 school year, the District shall establish a base number of daily hours for each bus route, rounded up to the nearest ¼ hour. The base hours for each route shall include ½ hour to cover the pre-trip, cleaning and fueling.

- (1) The route established at the beginning of a school year shall be based on the route at the end of the previous school year for purposes of establishing the base hours for a route, unless the District has reduced the number of routes or otherwise permanently modified the route due to enrollment, a reduction in force, to realize route efficiencies or some other unforeseen reason impacting transportation operations of the district.
- (2) If the base number of daily hours for a route differs by one (1) hour from the number of hours driven at the end of the previous school year, that route shall be bid (if higher) or the affected bus driver may bump (if lower). Bidding and/or bumping under this section will occur on a day set prior to the start of the school year by the Superintendent as follows:
 - (a) *Bid Procedure:* The bid shall be held before the bump under this provision. At least three calendar week days prior to the bid, each bus driver will be provided a copy of the affected routes open for bid under this provision. Each affected route will also be posted in a conspicuous place at the bid location prior to the bid. The bid routes will be awarded based on classification seniority (see Article 25(A)).
 - (b) *Bump Procedure:* The bump procedure in Article 24 does not apply to this section. A driver whose route has been reduced by one (1) hour from the previous school year who has not bid on another route under section (a) shall have the right to bump another driver with lower classification seniority. A bumped driver under this section may also assert his/her bumping rights according to classification seniority.
- (3) Article 23 will continue to apply to any vacancy and is not modified by this section.

S. *Mid-day Runs*

Mid-day runs will be bid on an annual basis. At least three calendar week days prior to the bid in section R(1), each bus driver will be provided a copy of the mid-day runs open for bid

under this provision. Each affected mid-day run will also be posted in a conspicuous place at the bid location prior to the bid. The bid mid-day runs will be awarded based on classification seniority (see Article 25(A)) so long as the mid-day does not result in the driver working eight (8) or more hours in a day. Bus drivers will not be eligible for a mid-day run if it results in him/her being regularly scheduled to work eight (8) or more hours per day.

T. *Permanent Modifications to Bus Route Base Hours during the school year*

If the District makes a permanent modification to a bus route during the school year that results in that route having one (1) hour more or one (1) hour less in its established base hours, the bid/bump procedure contained in section R(2)(a)&(b) shall be utilized within five (5) school days, on a date designated by the Superintendent.

U. *Time Sheet Pay for Extraordinary Circumstances on Daily Regular Route*

Each bus driver will be paid at his/her hourly rate for the base number of hours of his/her assigned daily regular route. Should a bus driver's hours on a particular day exceed the base number of hours for his/her assigned route by one-half (1/2) hour or more due to extraordinary circumstances, that time must be recorded on a District time sheet and submitted to the Treasurer or his/her designee for processing. An extraordinary circumstance includes, but is not limited to, breakdown, inclement weather, accident, or road conditions.

V. *Pay for Route Calendar*

Each bus driver will be paid for the number of days in his/her route calendar. For example, if the school calendar for a route serving a non-district building has more days than the Carrollton school calendar, that driver shall be paid based on the non-district school calendar.

ARTICLE 21— LABOR MANAGEMENT COMMITTEE

The Board or its designated representatives and the Association or its representatives agree to meet and discuss, with the other, issues of concern which are not included in this agreement.

Normally advance request for a meeting shall be made at least ten (10) days before a proposed meeting date. Attached to the request shall be the agenda. Meetings shall be held at agreed-to times and places and shall not exceed two (2) hours unless both parties agree to extend the time.

ARTICLE 22 — SUPERVISION OF STAFF

- A. All employees will be evaluated each year. The evaluation will be made by the designated supervisor. The evaluation forms are attached hereto as Appendix F.
- B. During March of each year an evaluation conference will be held between the employee and the supervisor. Three (3) copies of the evaluation will be made. The employee will keep one, the supervisor will keep one, and one will be placed in the employee's permanent file. The employee shall sign the evaluation form and may respond to the evaluation by attaching his or her comments.

Such comments must be made on one (1) separate sheet of 8-1/2 x 11 paper.

C. Termination, Discipline and Suspension

1. Employees may not be terminated or disciplined except for just cause. Just cause shall include, but not be limited to, the grounds set forth in O.R.C. §3319.081(C). Termination and discipline shall be subject to the grievance procedure.
2. The Union recognizes the Administration's right to terminate, suspend, and discipline employees for just cause. Discipline should normally be corrective and progressive in nature while taking into account the seriousness of the violation and consist of the following: (1) documented verbal reprimand, (2) written reprimand(s), (3) suspension(s), and (4) reduction or termination of employment. However, depending upon the severity of the offense, levels of discipline may be passed over within the discretion of the Superintendent or his/her designee.
3. Should the action of an employee adversely affect students, or other district employees, in the opinion of the Superintendent or his/her designee, the employee may be suspended immediately with pay until the disciplinary meeting mandated below.
4. Employees are entitled to Union representation at any disciplinary meeting. No employee will be disciplined without a meeting with the Superintendent or his/her designee. Notice of the meeting will be given to the Local Union President and the employee at least three (3) working days prior to the day of the scheduled meeting. Such notice shall contain the reason(s) for the proposed disciplinary action. An employee shall not be paid mileage for attending the disciplinary meeting.

D. By prior appointment with the Superintendent's office, employees shall have the opportunity to read any and all material in their personnel file. The employee shall not remove anything from the file but may request copies of such material at current cost. Anonymous letters or materials shall not be placed in an employee's file.

E. After three years, the letter of reprimand will be null and void and may be removed at the employee's request.

F. Evaluations shall not include any references to an employee's decision to attend or not to attend voluntary meetings and training courses, unless attendance was part of a performance improvement or remediation plan.

G. All custodians shall be supervised by the building principal.

ARTICLE 23 — NOTICE OF VACANCIES

A. Notices of vacancies and positions available shall be provided to each building principal and Transportation Supervisor to be posted in each school or bus garage. When schools are not in session, employees will be notified of vacancies and positions available through the one-call

system and the District shall post the vacancy on the District's website. Notices of vacancies shall be mailed to the President and Secretary of OAPSE and posted in the Superintendent's office, Bus Garage, High School and Bell-Herron.

- B. The vacancy shall not be filled until the notice has been issued for not less than five (5) working days. The notice shall contain the last day for acceptance of applications. If applications are not received within the prescribed period, the Superintendent may assign at his discretion. In awarding positions, ability to do work, classification seniority (as defined in Article 24, Section C.), and past job performance will be considered.
- C. When their work schedule permits, present employees working less than eight (8) hours per day when selected, using the same criteria as in section B, to fill the vacant short hour position, shall be awarded the position before new employees are hired.
- D. A Special Needs Aide who wishes to apply for a Classroom Aide vacancy shall be given full consideration for that position.
- E. The Superintendent of Schools has the final authority in assignment of personnel.

An applicant who is in the same classification as the posting will be considered qualified for that classification, unless the position requires specific certification or is unique (e.g. an aide position requiring experience with specific medical devices). An applicant in the same classification shall be considered before an internal applicant not in the same classification.

The Superintendent will determine whether an applicant who is not in the same classification as the posting is qualified. If qualified, the internal applicant who is not in the same classification will be considered before outside applicants.

- F. An employee who is awarded a job under this procedure may elect to return to his/her former job within a period of five (5) working days. An employee who is unable to perform the job may be returned to his/her former job within a period of five (5) working days with explanation of reason.

ARTICLE 24 — REDUCTION IN FORCE

- A. Introduction. It is the Board's responsibility to maintain good public schools and to implement the educational interest of the State. However, if it becomes necessary to eliminate staff positions, a fair and orderly process will be followed.

The Board has the exclusive authority to eliminate staff positions consistent with the provisions of the state statutes. Elimination of staff positions may result from decreases in student enrollment, changes in organization or severe financial conditions.

The term staff refers to any employee covered by this agreement.

- B. Attrition. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.

C. Seniority. Whenever it becomes necessary to reduce employees by reasons as stated above, affected employees shall be eliminated according to seniority within the classification, with the least senior employee eliminated first in accordance with paragraph E., herein. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.

D. Job Classifications. The following classifications shall be used for the purpose of defining classification seniority:

Custodian	Food Service	Special Needs Aide
Secretary	Bus Driver	
Mechanic	Classroom Aide	

E. Reduction Procedures. The Board of Education shall determine in which classifications the reductions should occur and the number of positions to be eliminated. In the classifications, employees with limited contracts shall be eliminated by seniority before any employee in that classification employed under a continuing contract is eliminated.

Twenty (20) days prior to the effective date of reductions, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be eliminated. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of reduction shall state the following:

- Reasons(s) for the reduction.
- The effective date of the reduction.
- A statement advising the employee of his/her rights of reinstatement from the reduction.

F. Re-employment Procedures. The names of all employees employed under the continuing contract status of employment shall be placed on a reinstatement list in reverse of elimination according to job classifications.

The names of employees employed under limited contracts shall be placed on a separate reinstatement list in reverse of elimination according to job classification.

Reinstatement shall be made first from the list of continuing contract employees; and then, from the list of limited contract employees, provided that the person is qualified for the position according to the appropriate administrator.

G. Vacancies. Vacancies which occur in the classification of reduction shall be offered to or declined in writing or by noted telephone conversation by the employees standing highest on the reduction list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

H. Duration of Reinstatement List. Unless voluntarily removed or refusing a job offer in the

appropriate classification, the employee's name shall remain on the reinstatement list for a period of twenty-four (24) months.

- I. Bumping Rights. Employees who have not been laid off, but who have had their positions abolished, shall be given the opportunity to bump into a position within their classification by seniority, following a reduction of personnel. Any employee who is bumped from his/her position will also have bumping rights according to seniority.

Special Needs Aides who have had their position abolished shall be given the opportunity to bump the least senior person employed in that job classification. Classroom Aides, who have had their position abolished, shall be given the opportunity to bump into a position within their classification by seniority.

ARTICLE 25 — EMPLOYEE RIGHTS

- A. Seniority. Classification seniority shall begin with the employee's first day of assignment as a regular employee. If the starting date for two or more employees is equal, then seniority shall be determined by Board appointment date. If the seniority date for two or more is still equal, then the seniority date shall be determined by original classification application date. If seniority dates are still equal — then seniority shall be determined by the drawing of lots. An OAPSE representative shall be present for this drawing.
- B. Discrimination. The Board of Education and OAPSE agree to comply with all applicable state and federal non-discrimination Statutes or Laws in connection with administration of this contract.
- C. Representation. An employee, on request, shall have a right to a Union representative at an investigatory interview which, based on objective considerations, the employee reasonably believes is likely to result in serious disciplinary action.

ARTICLE 26 — REPRESENTATION AT OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES ANNUAL MEETING

Two members of OAPSE officially designated by the membership to represent the Carrollton OAPSE, will be granted release time at no reduction in salary to attend the OAPSE Annual Meeting. The Carrollton Board of Education is responsible for the salary of a substitute, but for no other expenses.

ARTICLE 27 — CALAMITY DAYS

When the Superintendent declares a calamity day, Twelve-month (12) custodians and bus mechanics will be required to report to work. Custodians and mechanics who are required to report to work on a calamity day, shall be paid at their regular hourly rate for time worked (minimum of four (4) hours pay) in addition to the calamity day pay.

Payment for extra calamity day will be made on the scheduled pay following the calamity day.

ARTICLE 28 — DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board shall **publish** this Agreement on the District website for the duration of this contract and print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Additional copies to be available if needed by the President of Local #541 during the duration of this contract for new hires.

ARTICLE 29 — ACTIVITY PASSES

At the beginning of each school year all regular classified employees will be issued an individual, non-transferable activity pass for free admission to district-sponsored home contests and other school events.

ARTICLE 30 — SALARY REDUCTION PICK-UP OF EMPLOYEE SERS CONTRIBUTION

Effective September 1, 1989 the Board will implement the "pick-up" of the employee required contributions of the School Employees Retirement System (SERS) by way of the "salary reduction" method. The sum of the cash salary and pick-up components shall equal the employee's contract salary provided in the Salary Schedule.

ARTICLE 31— TRAINING

The Board of Education will offer training annually as follows:

- First Aid
- CPR
- Small Engine

The Board of Education will offer training as determined by the Superintendent on student restraint (MANDT), where new equipment is purchased, and/or regarding food safety and handling. Should the Board secure funding to conduct safety training and emergency crisis training, it will be provided and be mandatory for all classified employees.

ARTICLE 32 — HEALTH AND SAFETY

The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.

ARTICLE 33 — STADIUM CLEANING

All stadium work, not performed by the Boosters or any other school related non-profit entity, shall be offered first to Grass Mowers and then District wide to Custodians prior to substitutes. Grass Mowers and Custodians shall be paid at their step of their wage schedule for stadium work.

ARTICLE 34 — FINGERPRINTING

The Board of Education shall pay the cost for fingerprinting, FBI, and BCI checks for all employees.

ARTICLE 35 — SUBSTITUTES

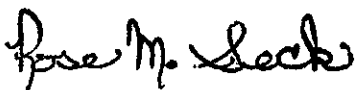
The District shall attempt to provide substitutes for all absent transportation employees (as long as substitutes are available). When students are in attendance and where the Superintendent determines it operationally necessary, the District shall attempt to find substitutes for all absent building employees (so long as substitutes are available).

ARTICLE 36 — JOB DESCRIPTIONS

Prior to any change in any job description covered under this Agreement, the Board shall meet with the Association and discuss such possible change. However, the Superintendent shall have the final authority to adopt and/or amend any job description. The employee(s) shall be notified of any change and the effective date of such change.

ARTICLE 37 — DURATION

The terms and conditions of the within Agreement are effective for the period commencing July 1, 2013, and terminating June 30, 2015, unless otherwise specified.



Rose Seck, Board President



OAPSE President



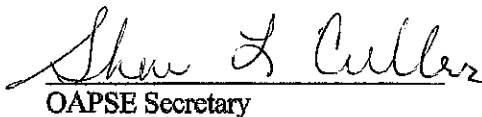
Dr. David Quattrochi, Superintendent



OAPSE Negotiator



Roxanne Mazur, Treasurer



OAPSE Secretary

SALARY SCHEDULE A-1:

STEP	Effective July 1, 2013			No Base Rate Increase		
	CUSTODIAN	SECRETARY	MECHANICS	FOOD SERVICE	SPECIAL NEEDS AIDES	TRANS.
BASE	\$14.71	\$13.41	\$16.60	\$11.76	\$13.18	\$15.51
1	\$14.84	\$13.53	\$16.72	\$11.82	\$13.29	\$15.63
2	\$14.96	\$13.65	\$16.84	\$11.88	\$13.41	\$15.75
3	\$15.07	\$13.77	\$16.95	\$11.94	\$13.53	\$15.89
4	\$15.19	\$13.89	\$17.07	\$12.00	\$13.66	\$16.01
5	\$15.31	\$14.01	\$17.20	\$12.06	\$13.77	\$16.14
6	\$15.43	\$14.12	\$17.32	\$12.11	\$13.89	\$16.26
7	\$15.55	\$14.24	\$17.43	\$12.17	\$14.01	\$16.38
8	\$15.66	\$14.36	\$17.55	\$12.23	\$14.13	\$16.51
9	\$15.78	\$14.48	\$17.67	\$12.29	\$14.24	\$16.63
10	\$15.90	\$14.60	\$17.78	\$12.48	\$14.36	\$16.76

OTHER COMPENSATION

Extracurricular Trip: \$8.87/hr

Custodians w Boiler's License (PROVIDED ASSIGNED BUILDING HAS AN OPERATIONAL BOILER):

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 6-8 hrs; **\$150** for 4-5.99 hrs

After 20 years of service: **\$400** for 6-8 hrs; **\$200** for 4-5.99 hrs

After 25 years of service: **\$500** for 6-8 hrs; **\$250** for 4-5.99 hrs

APPENDIX B-1

**SCHEDULE OF MEDICAL BENEFITS
FOR CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
(For Employees Hired After January 1, 2011)**

Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$500 will be applied to the hospital confinement. All Major Medical Expense Benefits are subject to the deductibles, co-payment and maximum amounts shown and are payable only after any applicable Basic Benefits are paid. For covered expenses and limitations see the Carrollton Exempted Village Health Benefit Plan Booklet.

BENEFITS	PPO	NON-PPO
BASIC EXPENSE BENEFITS	(No deductible applies to Basic Benefits)	(No deductible applies to Basic Benefits)
Hospital Benefit (Max of 365 days/disability)	90%	70%
Surgical Benefit	90%	70%
In-Hospital Physician Benefit (Max of 365 days/disability)	90%	70%
Second Surgical Opinion Benefit-Mandatory	90%	70%
Maternity Benefit	Same as any illness	
Diagnostic X-ray & Laboratory	90%	70%
Emergency Accident Benefit	90%	90%
Transplant Benefit	90%	70%
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Per Covered Person	\$150	\$150
Per covered Family	\$300	\$300
Benefit Percentage Payable	90%	80%
Maximum Lifetime Benefit (Major Medical)	\$500,000	\$500,000
MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)		
Per Covered Person	\$500	\$600
Per Covered Family	\$900	\$1,200
MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)	\$1,000,000	\$1,000,000
PRESCRIPTION DRUG BENEFIT		
Prescription Drug Deductible		
80% after Prescription Drug Deductible		
\$50 per person or per family per calendar year		
MAIL-ORDER DRUG BENEFIT		
100% after Co-Pay Prescription filled or refilled		
Generic Co-Pay - \$5.00		
Brand Name Co-Pay - \$20.00		

Premium share on a pre-tax basis

APPENDIX B-2

**SCHEDULE OF MEDICAL BENEFITS
FOR CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
(For Employees Hired After January 1, 2011)**

Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$500 will be applied to the hospital confinement. All Major Medical Expense Benefits are subject to the deductibles, co-payment and maximum amounts shown and are payable only after any applicable Basic Benefits are paid. For covered expenses and limitations see the Carrollton Exempted Village Health Benefit Plan Booklet.

BENEFITS	PRO	NON-PRO
BASIC EXPENSE BENEFITS	(No deductible applies to Basic Benefits)	(No deductible applies to Basic Benefits)
Hospital Benefit (Max of 365 days/disability)	90%	70%
Surgical Benefit	90%	70%
In-Hospital Physician Benefit (Max of 365 days/disability)	90%	70%
Second Surgical Opinion Benefit-Mandatory	90%	70%
Maternity Benefit	Same as any illness	
Diagnostic X-ray & Laboratory	90%	70%
Emergency Accident Benefit	90%	90%
Transplant Benefit	90%	70%
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Per Covered Person	\$150	\$150
Per covered Family	\$300	\$300
Benefit Percentage Payable	90%	80%
Maximum Lifetime Benefit (Major Medical)	\$500,000	\$500,000
MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)		
Per Covered Person	\$500	\$600
Per Covered Family	\$900	\$1,200
MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)		
	\$1,000,000	\$1,000,000
PRESCRIPTION DRUG BENEFIT		
Prescription Drug Deductible		
80% after Prescription Drug Deductible		
\$50 per person or per family per calendar year		
MAIL-ORDER DRUG BENEFIT		
100% after Co-Pay Prescription filled or refilled		
Generic Co-Pay - \$ 10.00		
Brand Name Co-Pay - \$ 30.00		

Premium share on a pre-tax basis

**SCHEDULE OF MEDICAL BENEFITS
FOR CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$500 will be applied to the hospital confinement. All Major Medical Expense Benefits are subject to the deductibles, co-payment and maximum amounts shown and are payable only after any applicable Basic Benefits are paid. For covered expenses and limitations, see the Carrollton Exempted Village Health Benefit Plan Booklet.

BENEFITS	BPO	NON-BPO
BASIC EXPENSE BENEFITS	(No deductible applies to Basic Benefits)	(No deductible applies to Basic Benefits)
Hospital Benefit (Max of 365 days/disability)	95%	70%
Surgical Benefit	95%	70%
In-Hospital Physician Benefit (Max of 365 days/disability)	95%	70%
Second Surgical Opinion Benefit-Mandatory	95%	70%
Maternity Benefit	Same as any illness	
Diagnostic X-ray & Laboratory	95%	70%
Emergency Accident Benefit	95%	95%
Transplant Benefit	95%	70%
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Per Covered Person	\$100	\$100
Per covered Family	\$200	\$200
Benefit Percentage Payable	90%	80%
Maximum Lifetime Benefit (Major Medical)	\$500,000	\$500,000
MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)		
Per Covered Person	\$400	\$600
Per Covered Family	\$800	\$1,200
MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)		
	\$1,000,000	\$1,000,000
PRESCRIPTION DRUG BENEFIT		
Prescription Drug Deductible		
80% after Prescription Drug Deductible		
\$50 per person or per family per calendar year		
MAIL-ORDER DRUG BENEFIT		
100% after Co-Pay Prescription filled or refilled		
Generic Co-Pay - \$.50		
Brand Name Co-Pay - \$20.00		

Premium share on a pre-tax basis

DENTAL

CALENDAR YEAR DEDUCTIBLE: \$25.00 INDIVIDUAL \$50.00 FAMILY

PREVENTATIVE & DIAGNOSTIC 100% OF URC	BASIC RESTORATIVE 80% OF URC	MAJOR RESTORATIVE 50% OF URC	ORTHODONTIA 50% OF URC
ROUTINE ORAL EXAMS TWICE IN 12 MONTHS	FILLINGS AMALGAM, SILICATE	INLAYS, ONLAYS GOLD FILLINGS CROWN RESTORATIONS	FULL BANDED ORTHODONTIC TREATMENT
TEETH CLEANING TWICE IN 12 MONTHS	ROOT CANAL THERAPY	INITIAL INSTALLATION OF FIXED BRIDGEWORK	APPLIANCES FOR TOOTH GUIDANCE
FLUORIDE TREATMENTS ONCE EVERY 12 MONTHS	REPAIR OF BRIDGE WORK OR DENTURES	INSTALLATION OF PARTIAL OR FULL REMOVABLE DENTURES	APPLIANCES TO CONTROL HARMFUL HABITS
EMERGENCY PAIN TREATMENTS	EXTRACTS AND ORAL SURGERY	REPLACEMENT OF EXISTING DENTURES OR BRIDGEWORK	RETENTION APPLIANCES NOT IN CONNECTION WITH FULL BANDED TREATMENT
SPACE MAINTAINERS	GENERAL ANESTHESIA ONLY OF MEDICALLY NECESSARY	TREATMENT OF GUM DISEASE	
DIAGNOSTIC X-RAYS	TESTS AND LAB EXAMS		
	FULL MOUTH X-RAYS ONCE EVERY 36 MONTHS		

CALENDAR YEAR MAXIMUM \$1,000.00 PER PERSON

LIFETIME MAXIMUM
\$1,000.00 PER PERSON

NO DEDUCTIBLE ON PREVENTIVE AND DIAGNOSTIC

ALL BENEFITS ARE BASED ON USUAL, REASONABLE, AND CUSTOMARY AS A MAXIMUM

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236

GRIEVANCE REPORT
(Submit to Supervisor in Duplicate)

- Copies to:
1. Superintendent
 2. Supervisor
 3. Association
 4. Employee

Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Grievance Occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

	Signature	Date
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D. Disposition by Supervisor _____

	Signature	Date
--	-----------	------

E. Grievant and/or Association Position _____

	Signature	Date
--	-----------	------

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236

REQUEST FOR PERSONAL LEAVE

NAME _____ BUILDING OR ASSIGNMENT _____

DATE OF REQUEST _____ DATE OF LEAVE _____

Classified employees are eligible for three (3) days of personal leave per year. These days are available for the following reasons and are intended for use in emergency type situations where a person has no choice in the matter.

- A. Sale or purchase of real property.
- B. Graduation or special recognition of self, son, daughter, husband, wife, father or mother from an accredited college, university, or public school program.
- C. Marriage of self, son or daughter (wedding day only).
- D. Settlement of estate.
- E. Adoption of a child.
- F. Required court appearance as litigant or witness.
- G. Funeral of a close friend or relative not covered under sick leave policies.
- H. For an act of nature or an accident that disrupts utility services, or so damages the house that a condition is created that is hazardous to the welfare of the employee or his family and must be corrected without delay.
- I. Religious observances that specifically prohibit work or normal activities at that time.
- J. Personal business of an emergency nature that cannot be taken care of outside the regular school day. (Explain reason.)

Personal leave may not be taken for the following reasons:

- A. Gainful employment
- B. Seeking employment
- C. Recreational purposes
- D. Holidays or vacations
- E. Shopping trips

Two days' notice is necessary except in the case of an emergency.

SIGNATURE OF APPLICANT

DATE RECEIVED BY PRINCIPAL OR SUPERVISOR

DATE RECEIVED BY SUPERINTENDENT AND SIGNATURE

2. THE EMPLOYEE AS AN INDIVIDUAL

A. Demonstrates honesty and personal integrity.

B. Hardworking and strives for quality.

C. Exhibits mature behavior, self-confidence, friendly attitude and sense of humor.

3. OTHER IMPORTANT AREAS

The Employee:

A. Has good attendance record.

B. Is on time for work.

C. Is cooperative.

D. Completes work assignments.

E. Shows care in doing assignments.

4. RECOMMENDATIONS:

Supervisor's Signature

Date

Employee's Signature

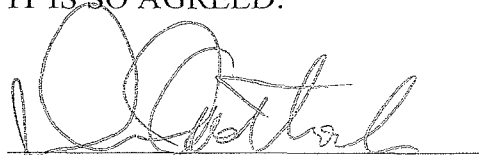
Date

SIDE LETTER (Evaluations)

The OAPSE Local #541 ("Union") and Carrollton Exempted Village School District Board of Education ("Board") enter into this Side Letter on this 9th day of July, 2013, which shall be contingent upon the Union and Board entering into a successor contract for the collective bargaining agreement that expired June 30, 2013. The Union and Board ("Parties") agree as follows:

1. During the 2013-2014 school year, the Parties will establish a Joint Evaluation Committee ("JEC"), which shall be comprised of an equal number of Union and District representatives. The Union President and Superintendent shall each serve on the JEC. The JEC shall develop an evaluation tool that is aligned to each classification and that will be implemented no later than the 2014-2015 school year. Each evaluation tool is intended to replace the general evaluation form in Appendix F of the labor contract. Decisions of the JEC shall be through consensus.
2. Once an evaluation tool for each classification is developed, the JEC shall consider and make a recommendation on whether to keep Article 22(A) at current contract language or on modifying that section. The JEC recommendation shall be presented to the Union membership under this Side Letter for consideration and ratification. Upon ratification, the Board of Education shall consider the JEC recommendation for adoption. Any modification to Article 22(A) and/or Appendix F during the term of the labor contract shall be in accordance with this Side Letter.
3. Unless modified under paragraph 2 of this Side Letter, Article 22(A) and Appendix F shall remain current contract language for the duration of the successor labor contract being negotiated the summer, 2013.
4. This Side Letter shall be attached to the successor labor contract.

IT IS SO AGREED.



FOR THE BOARD

Date: 7-9-13



FOR THE UNION

Date: 7/9/13