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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFSCME LOCAL 4, and its Local #646**

**AND THE**

**BOARD OF EDUCATION**

**OF THE**

**CAREY EXEMPTED VILLAGE SCHOOL DISTRICT**

**Effective July 1, 2021 through June 30, 2024**

**Reopen 2022-23, 2023-24 for wage increase and insurance only**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Education of the Carey Exempted Village School District (“Board”) and the Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO and its Local #646 (“Union”).

## **ARTICLE I**

### **RECOGNITION/BARGAINING UNIT**

Consistent with SERB Case No. 2016-REP-09-0082, the Board recognizes the Union as the exclusive collective bargaining representative for a bargaining unit composed of all regularly employed school bus drivers. All other employees, including all management level employees, supervisors, confidential employees, and casual/seasonal employees as defined by Ohio Revised Code Chapter 4117, as well as all employees represented by another labor organization, are excluded from the bargaining unit.

## **ARTICLE II**

### **BARGAINING PROCEDURE**

#### **2.01 TIMETABLE**

- A. If either party wishes to bargain for a successor contract, it shall notify the other party in writing not sooner than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement. Notification from the Union shall be delivered to the Superintendent and notification from the Board shall be delivered to the Union President.
- B. Within ten (10) work days after receipt of such notice, an initial meeting will be held at which each party will submit, in writing, its proposals. Thereafter, additional proposals or items shall not be submitted except by mutual consent of the parties.

#### **2.02 BARGAINING TEAMS**

The Union’s bargaining team and the Board’s bargaining team shall each be limited to a maximum of four (4) representatives, inclusive of that team’s non-District representative (if any).

#### **2.03 BARGAINING MEETINGS**

- A. Meetings shall be held at reasonable intervals, places, and times.

- B. Meetings will be scheduled outside the normally scheduled work time of bargaining unit team members unless otherwise mutually agreed.
- C. Meetings shall be closed to the press and the public.
- D. Either party may caucus at any time.

#### 2.04 ADOPTION OF AGREEMENT

- A. Tentative agreements on negotiated items will be reduced to writing and initialed by a representative of each party.
- B. When full tentative agreement is achieved; such agreement will be presented by the Union to the bargaining unit for ratification. Upon ratification by the Union, the agreement will be submitted to the Board for ratification. If ratified by both parties, the agreement will then be put in final form and signed on behalf of the parties.
- C. Once the full tentative agreement has been ratified by both parties, it shall become the only valid collective bargaining agreement between the parties and shall supersede and cancel all previous agreements, verbal or written or based on alleged past practices between the parties. Such new agreement shall constitute the entire agreement between the parties and represents a completion of negotiations on all bargainable issues for the duration of the new contract, and nothing during such term shall be negotiable unless otherwise mutually agreed.
- D. The Board agrees to prepare the final draft of the successor contract prior to its submission to the Union membership for ratification. Any items changed will be identified in the document. The parties will meet to discuss any such changes, if necessary.
- E. The Board agrees to provide each driver with a copy of the final agreement within three (3) weeks after ratification by the Union and adoption by the Board. The Board also agrees to provide the Union with five (5) additional copies of the agreement.

#### 2.05 IMPASSE

- A. If full agreement is not reached by fifteen (15) days prior to expiration of this Agreement, either party may declare impasse and request the services of a mediator from the Federal Mediation and Conciliation Service.
- B. The bargaining procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all

settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. If mediation does not result in full agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14(D) (2) of the Ohio Revised Code will apply.

2.06 NO-STRIKE CLAUSE

Employees agree not to strike or engage in a slowdown for any reason during the duration of this Agreement.

**ARTICLE III**

**DEFINITIONS/GENERAL EMPLOYMENT PROVISIONS**

3.01 DEFINITIONS

- A. Unless otherwise indicated, the term "days" is understood to mean calendar days.
- B. Unless otherwise indicated, the term "Superintendent" is understood to mean the Board's Superintendent or his/her designated representative.
- C. Unless otherwise indicated, the term "Treasurer" is understood to mean the Board's Treasurer or his/her designated representative.

3.02 EMPLOYMENT

Employment of all regular employees represented by the Union is to be in accordance with this Agreement and the Ohio Revised Code.

3.03 ORIENTATION

- A. At the time of initial employment, the employee will be given information concerning his/her responsibilities.
- B. The Administration will notify the Union President/designee of any new hires and allow ten (10) minutes (without loss of pay to the employee and no additional cost to the Board) for Union orientation on the new employee's first day of work.

3.04 JOB DESCRIPTIONS

All employees and the Union President will be provided a copy of their job description and a copy of any subsequent job description changes.

3.05 PROBATIONARY PERIOD

All newly hired persons shall serve a probationary period of forty (40) work days.

During this period, the probationary employee may be dismissed at the Board's sole discretion, and no provision of this Agreement shall apply. Such dismissal is not subject to the grievance procedure appearing in Article IV of this Agreement. Regular status is granted upon successful completion of the probationary period; which time will be based on actual time of compensated employment.

3.06 AUTHORIZED RIDERS

Authorized riders shall only include school administrators and others having the prior approval of the Superintendent to ride the school buses and shall be in compliance with law.

3.07 BREAKDOWN OF BUS

Drivers will remain in pay status during breakdown until their bus is either fixed or they are directed to return to the Bus Garage, provided the driver provides timely notice of such breakdown. An attempt will be made to see that transportation is provided from a designated repair facility to the Bus Garage.

3.08 BOARD MEETING AGENDAS AND BOARD POLICIES

- A. The Board agrees to add the name of the Union President to the distribution list for the Board Agenda and Minutes of Board meetings. The Agenda will be distributed prior to Board meetings.
- B. The Board agrees to provide ready access by the Union to an updated copy of the Board Policy Manual.

3.09 ORC 3302.10 ACKNOWLEDGEMENT

As required by Ohio Revised Code Section 3302.10(P), the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

4.01 GENERAL PROVISIONS

- A. A grievance is defined as any dispute between the parties as to the meaning or interpretation or application of any of the provisions of this Agreement.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to the grievance. A dispute, disagreement or difference arising between any employee and the Administration or Board shall be handled initially by direct contact between the employee and his/her supervisor. If not settled in this manner, a grievance then may be written by the employee, stating the basis of

the grievance, provision of this Agreement alleged to have been misinterpreted or misapplied and the relief sought. Such written grievance must be filed within ten (10) work days of the time the grievant knew or should reasonably be expected to have knowledge of the event or occurrence which forms the basis of the grievance

- C. A class action grievance is a dispute between the Administration and the Union as to the meaning, application or interpretation of any provision or term of this Agreement, which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union at Step 2 of the grievance procedure. Any such grievance must be presented within ten (10) working days after the Union has knowledge or should reasonably be expected to have knowledge of the event on which the grievance is based.
- D. Time limitations provided for in this Article may be extended by mutual agreement of the Board and the Union. Any grievance not submitted or appealed within the time limits shall be waived. Work days as used in this Article, unless otherwise specified, shall not include Saturdays, Sundays or holiday periods but do include workdays during the summer recess on which the Board's central office is open for business. The Union may withdraw any grievance at any step of the grievance procedure without such withdrawal being regarded as a precedent on future grievances filed under this Agreement.

#### 4.02 STEP 1

The aggrieved person shall file a grievance in writing with his/her immediate supervisor with a copy to the Superintendent and Union President. The supervisor shall, within ten (10) work days after receiving the grievance, meet with the aggrieved person and Union President and submit a written answer to the grievance within ten (10) work days following this meeting to the aggrieved person and Union President.

#### 4.03 STEP 2

- A. If the aggrieved person is not satisfied with the answer provided at Step 1, he/she may, within ten (10) work days after receipt of the supervisor's reply request in writing a review of the grievance with the Superintendent.
- B. The Superintendent shall, within ten (10) work days after receipt of the grievance, meet with the aggrieved person, his/her immediate supervisor and the Union President to review the grievance. The Superintendent shall submit a written answer to the aggrieved person within ten (10) work days after the meeting with an informational copy going to the Union President.

#### 4.04 ARBITRATION

If a grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) calendar days after receipt of the Step 2 answer, submit the grievance to arbitration. The

Union shall notify the American Arbitration Association (AAA) and the Superintendent of its intent to appeal the grievance to arbitration. After submission of the written notice of the Union's intent to arbitrate a grievance, the Union shall request from AAA a panel of arbitrators to each party and the arbitrator shall then be chosen in accordance with AAA rules. Either the Board or the Union shall have the right to request a second list. The fees and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this Agreement. All decisions of arbitrators and all grievance settlements reached by the Union and the Board shall be final and binding, unless contrary to law, on the Board, the Union, and the employees. The arbitrator shall render a written decision to the parties within thirty (30) days after the submission of briefs by the Board and the Union.

#### 4.05 MISCELLANEOUS

The aggrieved person, the Union President, and necessary witnesses shall not lose pay while in attendance at meetings in connection with arbitration proceedings.

### ARTICLE V

#### LEAVES

#### 5.01 SICK LEAVE

##### A. Availability of Sick Leave

1. All regular employees accrue sick leave at the rate of one and one-fourth (1¼) days per month for each year of employment. An employee completing a full school year will earn a total of fifteen (15) days of sick leave. Notwithstanding the formula appearing in Ohio Revised Code Section 3319.141, a part-time employee will continue to accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative to a maximum of 230 days. When used, sick leave is charged against the employee on the basis of the hours taken.
2. Each new regular employee shall be advanced five (5) days' sick leave effective the first day of the school year if needed. These five (5) days shall be part of the total number of accumulated days to which the employee shall be entitled for the first year of employment. In extremely unusual and critical situations with medical verification, an additional five (5) days' sick leave may be granted for new employees at the discretion of the Superintendent.



B. Termination of Employment and Sick Leave

1. An employee re-employed by the Board who, since leaving the employ of this Board, has been employed by other Ohio boards of education or by state, county or municipal governments of Ohio, shall receive full credit for sick leave accumulated both in prior employ of the Board and in the employ of other agencies listed above as shown in the records of the employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave shall not exceed the maximum number of days for sick leave granted by the Board to employees.
2. Any employee who has been in the service of another Ohio board of education or state, county or municipal government of Ohio, shall receive full credit for sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave accumulation shall not exceed the maximum number of days for sick leave granted by the Board to employees.

C. Limitation and Requirements for Sick Leave

1. No salary payment for days of absence under sick leave shall be made to any employee except as provided in subsequent paragraphs.
2. Upon approval, employees may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, for absence due to pregnancy and for absence due to illness of parents, husband, wife, children, or brother or sister living in his/her home. In the case of illness of other dependents living in the same home or relative other than those defined above, permission of the Superintendent must be secured before sick leave is approved.
3. Employees may use accumulated sick leave for absence due to death in the immediate family, which for this purpose shall include: grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, and brother-in-law. One (1) day of sick leave may be taken for the death of a dependent or relative other than those defined above.

5.02 PERSONAL LEAVE

- A. Subject to the approval of the Superintendent or his/her designee, a unit member may be granted three (3) personal leave days each school year.
- B. Application for personal leave shall be submitted per the district office protocol and shall indicate the reason for the leave request. All personal leave shall be

requested with three (3) days advance notice. Failure to meet this requirement may result in denial of the request except in actual emergencies as determined by the Superintendent.

The Superintendent may conduct reasonable inquiries to satisfy the existence of an actual emergency.

### 5.03 UNPAID LEAVES

- A. An employee, upon written request, may be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury with medical verification. If the illness or disability continues beyond one (1) year, an additional leave not to exceed one (1) year may be granted by the Board upon the request of the employee.
- B. An employee may, upon written request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Superintendent. A certificate from the employee's physician as to fitness to perform his/her job may be required.
- C. The Board may grant a leave of absence without pay for a maximum of two (2) consecutive years for other reasons.
- D. An involuntary unpaid leave of absence is governed by Ohio Revised Code Section 3319.13.
- E. The Superintendent may grant an unpaid day to a driver if a substitute is available if all other applicable leave has been exhausted.

### 5.04 UNION LEAVE

Contingent upon the availability of substitute drivers, the Union shall be entitled to a total of two (2) days with pay every other year for attendance at the OAPSE convention, with no more than two (2) employees on Union Leave at the same time.

### 5.05 ASSAULT LEAVE

- A. When an employee is required to take leave due to a physical injury because of an assault while performing his/her job duties, he/she shall be awarded up to thirty (30) days' assault leave. Assault leave shall not be charged to sick leave.
- B. To qualify for assault leave, the employee must present or have presented a doctor's statement that he/she cannot perform his/her duties. The employee must cooperate, to the extent possible, with law enforcement authorities in bringing the assailant(s) to justice.

## **ARTICLE VI**

### **JURY DUTY**

#### **6.01 SERVICE**

Employees may be absent from their regularly scheduled duties to perform jury duty. The employee must send the court summons to the Treasurer's Office to substantiate the summons to jury duty.

#### **6.02 PAY**

The Board shall pay the employee their full wages for the day if the employee submits to the treasurer's office any jury duty pay (excluding mileage).

## **ARTICLE VII**

### **LAYOFF**

#### **7.01 REASONS FOR LAYOFF**

If it becomes necessary to reduce the number of employees in a job classification, due to abolishment of positions, the return to duty of an employee from a leave of absence, lack of funds, or lack of work, the following procedures shall govern such layoff. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, in so far as practical, for employees who resign, retire, or otherwise vacate a position. Whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off according to seniority with the least senior employee laid off first.

#### **7.02 RECALL FROM LAYOFF**

When it becomes necessary to increase the work force employees will be recalled to their job classification according to seniority; that is, the most senior employee shall be called back first, the second most senior employee second, etc. The employee being recalled shall be notified by regular U.S. mail and certified mail not less than five (5) days prior to the time the employee is to report to work.

#### **7.03 DURATION OF RECALL RIGHT**

An employee laid off retains recall rights for a period of twenty-four (24) months after the layoff. Recall rights shall be terminated if a laid off employee refuses to accept a position that would provide greater compensation per week than unemployment compensation.

7.04 SENIORITY

Seniority for new employees shall begin with the first day of work on a regular assignment. If initial hire dates are equal for two (2) or more employees, Board appointment dates shall determine seniority. If this does not resolve the issue, lots shall be drawn between the employees.

7.05 ADVANCE NOTICE OF LAYOFF

In the event of a layoff, the affected employees and the Union President shall be notified at least two (2) weeks in advance (except in the case of emergency circumstances) of the effective date of the layoff.

**ARTICLE VIII**

**DISCIPLINE**

8.01 REASONS FOR DISCIPLINE

No employee shall be reduced in pay or position, suspended, or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules of the Board, or any other failure of good behavior, or by any other acts of misfeasance, malfeasance, or nonfeasance in any office.

8.02 NOTICE OF DISCIPLINE

When an employee is to be disciplined, he or she shall be advised promptly of the reason in written form. Specific reasons will be presented in this notification, and the employee will have the opportunity to answer the charges against the employee. Except for termination, disciplinary action shall be determined by the Superintendent. Unsubstantiated anonymous complaints shall not result in disciplinary action.

8.03 SUSPENSIONS

No suspension shall be invoked until after a hearing with the Superintendent, if one is requested. If the presence of the employee presents a clear and present danger to the school, or to its employees or students, or to himself/herself, the employee may be subject to immediate disciplinary action.

8.04 TERMINATION

Recommended termination of any employee must be submitted by the Superintendent to the Board at a Board meeting and formally accepted by resolution to become effective. A terminated employee may challenge the Board's termination decision exclusively through the grievance and arbitration procedure appearing in Article IV of this Agreement.

## ARTICLE IX

### ROUTE VACANCIES/BIDDING

#### 9.01 BID LIMITS

- A. When a new route is established, or a vacancy occurs, all employees will have a right to submit a bid under the contract bidding procedures.
- B. A person who successfully bids to another route cannot bid again for one (1) month unless waived by the Superintendent.
- C. Employees may bid on and be assigned to more than one (1) route, providing the additional route does not place them in overtime pay status.

Mid-day routes shall be bid and awarded on a seniority basis at the time such mid-day route is vacated. Current employees as of January 1, 2017 holding a mid-day route shall retain such route until vacated.

- D. Definitions:
  - 1. Route: The time a bus leaves the bus garage and transports student(s) to or from a learning facility and returns to the garage or is to be left unattended for a period of an hour or more.
  - 2. Minimum route time is 1.50 hours. Any route that requires drive time in excess of 1.50 hours shall be paid for the driving time plus fifteen (15) minutes pre- and post-trip inspection time.

#### 9.02 VACANCIES, POSTING, DRIVER ASSIGNMENT AND SELECTIONS

- A. Seniority: Drivers keep the same route(s) from year to year. A driver may relinquish his\her route at the beginning of the school year.

When the above occurs the senior driver has the right to accept or decline the open route.

Example: Driver retires leaving an open route, senior driver declines, third driver accepts leaving another route open. Senior driver again has the right to accept or decline. Once a route has been chosen and started, the driver may not relinquish the route until the beginning of the following school year.

- B. Bus Drivers will be notified during the summer months, using the District's notification system, of all vacant bus routes.

## ARTICLE X

### ASSIGNMENT OF EXTRA TRIPS

#### 10.01 PROCEDURE

- A. Extra trips: Offered to full time drivers on the last work Friday of each month beginning with the next to choose senior driver each month choosing a trip until all are taken or until there is only one (1) driver bidding. Those trips that are left are then offered to substitute drivers. Drivers must be present to choose trips or have an excused absence. Non paid absence is not an excused absence. Drivers on a route or trip, sick leave, paid personal leave or conflicting employment may give list of their choices to the Supervisor. Drivers may not take trips that depart (16) sixteen minutes or more prior to normal completion for their route. Trip time will start at the end time of route time. Trips not taken by substitutes that interfere with route times may be offered by seniority to full time drivers. The driver who takes said trip will be first compensated for route time pay then any additional time as trip pay.
- B. Trips coming in after the bid meeting are offered as they come in to whoever is next in line to bid.
- C. Trips with less than a 24 hour of notice – Transportation Supervisor will do his/her best to follow the procedure but may go to the next in line if no answer.
- D. Bidding starts with the senior driver at July 1st of each year.
- E. Refusal of a trip entitles the Transportation Supervisor to go to the next person on the list until the trip is accepted.
- F. Drivers who take a trip and turn it in at a later date for a non-emergency, will lose their next opportunity to select a trip.
- G. Drivers may trade trip for trip with another driver with the Supervisor's approval.
- H. Drivers may not pass trips to other drivers. If a driver cannot fulfill a trip, it must be turned into the Supervisor.
- I. Drivers not participating in the bid meeting are not required to be contacted for trips during the month.

## 10.02 ADVISORY COMMITTEE

A committee will be established for the purpose of assisting in determining departure and arrival times. The purpose of this committee is to give recommendations to the Athletic Director in relation to appropriate pick-up and drop-off times for students for field trips. The committee shall be limited to two (2) Union-appointed representatives and two (2) Superintendent-appointed representatives. The committee will meet as needed.

## ARTICLE XI

### COMPENSATION

#### 11.01 WAGES

- A. The hourly wage rates for bargaining unit members appear in the Wage Schedule attached to this Agreement as Exhibit A.
- B. The minimum guarantee per route (including any mid-day route) will be 1.25 hours per day. Any additional time is to be added to the employee's time sheet as needed.
- C. Activity trips scheduled during the summer months will be subject to a one (1) hour minimum guarantee.
- D. Bus drivers are paid for up to 5 calamity days in accordance with Ohio Revised Code Section 3319.081. After the fifth calamity day, when no student transportation is required, drivers will report to complete total daily hours between 8AM-3PM

#### 11.02 DAILY RATE FOR PAID BUT UNWORKED DAYS

The following principles will be used for the purpose of establishing the amount to be paid to a driver for a day that is paid but not worked (such as a sick leave day or holiday pay):

- A. The average time spent by the driver working his/her morning route, afternoon route, and/or mid-day route (whichever are applicable) over the first fifteen (15) driving days of the driver's work year will be used as the standard for calculating that driver's pay for a day that is paid but not worked. It is understood that this standard will be used for the remainder of that work year. It is further understood that the standard used during the first fifteen (15) days of a work year will be the standard in effect as of the end of the immediately preceding school year.
- B. In the event of unanticipated circumstances (such as the absence of the driver for

more than five (5) of the driver's first fifteen (15) scheduled driving days of the work year or the establishment of a new route(s) with no standard in effect during the prior work year), the Superintendent and Union President will consult for the purpose of determining how best to proceed in that particular case.

### 11.03 OVERTIME

Support staff employees will be granted one and one-half (1½) times their regular rate of pay for all hours worked after forty (40) hours of actual work which includes regular contracted hours for route/run and pre-trip time, holidays, but excludes all other leaves.

### 11.04 TRAINING AND REIMBURSEMENT

Any driver who is requested and who takes a prospective driver on training assignments will receive his/her hourly rate while doing training work.

All drivers will be reimbursed for any expenses incurred to continue employment with the district (i.e. FBI/BCI)

Any drivers who are trained by the district will be reimbursed for training/license expenses up to \$150.00 after completing one year of employment with the district as a regular driver. Driver must submit receipts to Treasurer's office for reimbursement.

### 11.05 CDL AND PHYSICAL REIMBURSEMENT

A. The Board will provide reimbursement for a required physical examination after an employee's hiring. Such reimbursement will occur after presentation to the Treasurer of appropriate receipts.

If an employee fails to pass a required examination, he/she shall immediately be placed on an unpaid leave for a period of up to ninety (90) days or until such time as he/she passes the test. Upon passing the test, all wages and benefits, including seniority, will be resumed. If the employee fails to pass within the ninety (90) day period, his/her contract shall be deemed terminated without requiring Board action.

B. The Board agrees to pay all classes and testing associated with driver recertification with prior approval of the Administration. The Board will continue to pay drivers at the trip rate for time spent in such classes and testing. In addition, the Board will reimburse a driver for mileage to and from a mandatory recertification meeting if the driver uses his/her own private vehicle to get to the meeting.

### 11.06 WORKING OVER SCHEDULED HOURS

Drivers asked to work over and above their normal schedule by the Superintendent will



be paid their individual hourly rate for the period of time they work.

#### 11.07 SEVERANCE PAY

- A. Each employee with at least ten (10) years of District service shall be entitled to severance pay in the amount equivalent to twenty-five percent (25%) of accumulated sick leave when the employee is eligible for retirement and retires under the School Employees Retirement System. The daily rate of pay is determined as that being received at the time of final service.
- B. Severance pay will be paid in two (2) equal installments, the first paid within sixty (60) days of the date of retirement and the second in January; however, if the total amount due is \$3,000.00 or less, severance pay will be paid in full within sixty (60) days of the date of retirement.

#### 11.08 EVENTS PASS

All employees will receive free passes to all Carey school-sponsored events held on campus. If the employee volunteers to work at least two (2) ticket booths over the course of the school year, the employee will receive a family pass for these events (for this purpose “family” means those persons who reside in the employee’s immediate household).

## **ARTICLE XII**

### **PAYROLL PROCEDURES**

#### 12.01 PAY PERIODS

Pay periods for all employees shall be on a bi-weekly basis for each school year based upon the pay schedule determined by the Board Treasurer. In the event an error in payroll occurs which was not caused in whole or in part by an act or omission of the employee, the Treasurer may, at his/her discretion based upon the severity of the error, issue a special pay to the employee prior to the next payroll. All drivers will be paid on stretch pay, except for those drivers whose work schedule is affected by a calendar other than the District’s calendar. All employees will be paid by electronic deposit. The parties recognize that, by operation of the calendar, a three-week hiatus between paydays will occur every several years in order to avoid a twenty-seventh (27th) pay in that school year.

#### 12.02 SERS SALARY REDUCTION PICK-UP

The Board agrees to continue to “pick up” each employee’s mandatory contribution to the School Employees Retirement System. The amount of the employee’s income subject to federal and Ohio income tax shall be the employee’s total gross income

reduced by the then-current percentage amount of the employee's SERS contribution which has been "picked up" by the Board. The amount "picked up" shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

## **ARTICLE XIII**

### **PAYROLL DEDUCTIONS**

#### **13.01 CHECKOFF OF UNION DUES**

- A. Revocations shall be per the employee(s) Membership Application/Dues Deduction authorization card.
- B. All dues and fees shall be deducted from the employees' wages for pays beginning with the first complete pay in September for eighteen (18) consecutive pay days.
- C. The Union shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year.
- D. The Board agrees not to honor any check-off authorizations or dues deduction authorizations executed by an employee in favor of any other labor organization(s) representing employees for the purpose of collective bargaining during the term of this Agreement.

#### **13.02 DEDUCTIONS FOR MID-YEAR HIRES**

Employees hired at any time other than the beginning of the school year may request authorized payroll deductions within the first thirty (30) days of their employment.

#### **13.03 INCOME PROTECTION PLAN DEDUCTIONS**

Employees may have income protection plan deductions taken from their checks through a Board-approved carrier.

#### **13.04 P.E.O.P.L.E. DEDUCTIONS**

The Board agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the employee's authorization card.

## ARTICLE XIV

### INSURANCE FRINGE BENEFITS

#### 14.01 LIFE INSURANCE

The Board shall pay the entire premium cost for \$35,000.00 term life insurance for all employees who are contracted to work on average at least thirty (30) hours per week.

#### 14.02 DENTAL INSURANCE

The Board shall pay full cost for dental insurance (family or single, whichever is applicable) for all employees who are contracted to work on average at least thirty (30) hours per week.

#### 14.03 MEDICAL/PRESCRIPTION DRUG INSURANCE

An employee contracted to work on average at least thirty (30) hours per week shall have the following options (with the option to be exercised by the employee during the November enrollment period) with respect to medical and prescription drug insurance benefits:

- a. The employee may elect to be covered under Plan A, Plan B, or Plan C (High Deductible Health Plan with a Health Savings Account) offered through the Wyandot-Crawford Health Benefit Fund or any other medical insurance plan that may be offered commonly to school districts by the Fund in the future. An employee on single or family coverage will pay fifteen percent (15%) of the premium. The Board will pay eighty-five percent (85%) of the premium.
- b. The Board agrees to fund the HSA for Plan C at 40% with the ability for such funding to increase to 45% if wellness criteria are satisfied in the previous calendar. The District's Insurance Committee will develop qualifying wellness criteria. The parties recognize that such incentives must comparably apply, under current law, to the District's medical insurance Plans A and B. In no event will Board funding fall below 40% over the life of the current contract.
- c. Allocate monthly Board/Employee cost of health insurance (Plans A, B or C) at 85%/15%.
- d. Alternatively, the employee may—by written notice to the Treasurer which must be received between November 1 and 30 (inclusive) of each year—elect not to take any medical and prescription drug insurance fringe benefits for the immediately following insurance year (January through December), in which

case the Board will pay the employee the sum of \$1,600.00 (less applicable payroll deductions) during that insurance year as follows: \$800.00 will be paid on the first regularly scheduled payday in February and the remaining \$800.00 will be paid on the first regularly scheduled payday in September. The employee must provide assurance of other coverage, which cannot be through the Federal Exchange (per ACA regulations).

#### 14.04 VISION INSURANCE

The Board shall pay ninety percent (90%) of the cost for vision insurance (family or single, whichever is applicable) for all employees who are contracted to work on average at least thirty (30) hours per week; the remaining ten percent (10%) of the cost shall be paid by the employee by payroll deduction. The coverage provided shall equal or exceed Vision Service Plan (VSP) Ohio School Plan B with a \$0.00 co-payment.

#### 14.05 SECTION 125 PLAN

The Board will continue a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium under the above paragraphs with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions; no premium deduction will be made from a third pay scheduled during any given month.

### **ARTICLE XV**

#### **HOLIDAYS**

##### 15.01. DAYS CELEBRATED

All regular (nine- (9) and ten- (10) month) unit members will have the following nine (9) paid holidays provided they worked, or had a paid day, the last scheduled working day before and the next scheduled working day after a paid holiday.

Labor Day	Good Friday
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Martin Luther King Day
Christmas Eve	Memorial Day (if school is in session
Christmas Day	following the day)

##### 15.02 PAY FOR HOLIDAY HOURS WORKED

Drivers shall be paid time and one-half (1½) their regular rate of pay for all hours worked on their paid holidays as determined by the school calendar, provided they worked, or had a paid day, the last scheduled working day before and the next scheduled working day after a paid holiday.

## **ARTICLE XVI**

### **MANAGEMENT RIGHTS**

The Board hereby retains reserves into itself without limitations, all the powers, rights, authority and duties conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the limited states subject to the specific terms of the Agreement.

## **ARTICLE XVII**

### **CONFLICT WITH LAW**

Should any provision of this Agreement be found to be contrary to any federal or state law, or any local superseding ordinance or statute, then such provisions of the Agreement shall be considered void and shall be renegotiated to conform with such laws, statutes or ordinances.

ARTICLE XVIII

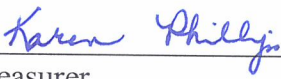
CONTRACT DURATION

This Agreement shall remain in full force and effect until 12:00 midnight, June 30, 2022.

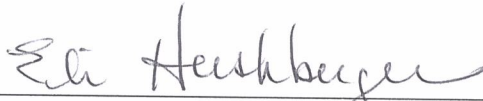
FOR THE BOARD:

 4-12-21  
Board President

  
Superintendent

  
Treasurer

FOR THE UNION:

  
President, OAPSE Local #646

  
Negotiating Team Member

  
Negotiating Team Member

  
Union Field Representative

# Signature Certificate

Document Ref.: 73YKQ-XSD9B-BBOTG-2LRTX

Document signed by:

	<p><b>Chris Griffith</b> Verified E-mail: cgriffith@oapse.org</p> <p>IP: 50.54.59.130      Date: 16 Apr 2021 18:31:21 UTC</p>	 
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Document completed by all parties on:

16 Apr 2021 18:31:21 UTC

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**CAREY EXEMPTED VILLAGE SCHOOLS**

**2021-22**

<b>Bus drivers</b>	0	19.48
	1	19.77
	2	20.06
	3	20.36
	4	20.65
	5	20.94
	6	21.23
	7	21.53
	8	21.82
	9	22.11
	10	22.40
	15	22.69
	20	22.99
	<u>25</u>	<u>23.92</u>
	30	24.35

**Extra Curr./Field Trips                    13.75**