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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CRESTVIEW LOCAL BOARD OF EDUCATION

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, AFSCME/AFL-CIO LOCAL #775**

July 1, 2021 – June 30, 2024



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**COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND
OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024**

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ARTICLE 1

RECOGNITION

The Crestview Local School District Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO and its Local #775, hereinafter referred to as the Union, as the exclusive bargaining representative for all bargaining unit member employees.

The following positions are excluded from the bargaining unit:

- Assistant to the Treasurer
- Assistant Maintenance Supervisor
- EMIS Coordinator
- Food Service Supervisor
- Maintenance Supervisor
- Superintendent's Secretary
- Support Services
- Technology Coordinator
- Transportation Supervisor

Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the Union, and the right to refrain from such without intimidation or coercion.

ARTICLE 2

PROCEDURES FOR CONDUCTING NEGOTIATIONS

The Board, or the designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussing and reaching agreement. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to five (5) members, unless both parties agree upon a different limit. The OAPSE field representative shall be in addition to the five (5) association members. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

Negotiable matters shall be with respect to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of a collective bargaining agreement.

Upon receipt of a written request by either party to open negotiations, the other party will have seven (7) days to reply to the request. A meeting date shall be agreed to within twenty-one (21) days of such request. Such request be made no more than one-hundred and twenty (120) days prior to the expiration of this Agreement unless mutually agreed upon prior to contract termination date. All days referred to in this section shall be calendar days. Any variance from this schedule must mutually be agreed upon by OAPSE and the Board of Education.

In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on just those issues where Agreement has not been reached by either party.

The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.

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

The mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 3

UNION SECURITY AND DUES CHECK-OFF

The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Union upon presentation of a written authorization individually executed by an employee. Revocations shall be per the employee(s) Membership Application/Dues Deduction authorization card.

At the end of each monthly payroll deduction period, a check shall be forwarded to the state OAPSE treasurer with a Board-developed report including names of all employees and the amount deducted. A copy of the report shall be provided to the treasurer of the local union.

The Union shall defend and indemnify the Board and hold them harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses that may arise out of or by reason of the action taken by the Board for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointment of legal counsel for defense and indemnification purposes.

ARTICLE 4

POLITICAL CONTRIBUTIONS

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided on a form as written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any 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.

ARTICLE 5

LABOR MANAGEMENT COMMITTEE

A committee composed of up to four (4) representatives of OAPSE and up to four (4) representatives of the Administration shall meet within a reasonable time upon the request of either party. The OAPSE Field Representative with notice may attend this meeting but, shall not count towards the four (4) representatives of the OAPSE committee.

ARTICLE 6

CONFLICT WITH LAW

Any part of this contract, which conflicts with Federal law or is beyond the limits permitted by Revised Code Chapter 4117, will automatically be deemed invalid and shall be inoperative. The remaining provisions of this Agreement shall continue to be in effect. It is the intent of the parties that this Agreement shall to the maximum extent permitted by law supersede all provisions in the Revised Code, which are inconsistent with the language of this Agreement.

ARTICLE 7

EVALUATIONS

- A. Formal evaluations will be given to all employees on an annual basis by immediate supervisor. The purpose of the evaluation is to be used to improve job performance.
- B. Two (2) evaluations will be given during a three (3) month probation period. Thereafter, one evaluation annually.
- C. A negative evaluation shall give recommendations for improvement.
- D. If improvement is not made as specified, the progressive discipline plan will be followed.
- E. No self-evaluations will be given.
- F. Employees shall be required to sign evaluations prior to such documentation being placed in the employee's personnel file. By signing such documentation, the employee is acknowledging that he/she has reviewed the information but not that they necessarily agree with it. Employees shall have the right to attach a rebuttal to their evaluation.

ARTICLE 8

DISCIPLINE, SUSPENSION, AND TERMINATION

- A. An employee may be disciplined, suspended or terminated because of incompetency, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure to follow rules, or violation of board policy.
- B. The following are guidelines for progressive disciplinary action required to improve employee job performance, deficiencies and/or unacceptable conduct, standards or practices.

Step 1--Warning: Verbal warning by immediate supervisor with a written follow-up to be given to employee and placed in personnel file.

Step 2--Reprimand: Written reprimand to the immediate supervisor's file, a copy to the employee and employee's personnel file.

Step 3--Suspension: A penalty of up to one (1) day suspension, with appropriate loss of pay, may be given with the approval of the superintendent. Written suspension to the employee, a copy to the employee's personnel file, immediate supervisor file, and the treasurer.

Step 4--Three (3) Day Suspension: A penalty of up to three (3) days suspension, with appropriate loss of pay, may be given with the approval of the superintendent. Written copy of three (3) day suspension to the employee, immediate supervisor, employee personnel file, and treasurer.

Step 5--Termination of Contract: As provided by law, written copy of termination from the superintendent to the employee, immediate supervisor, employee's personnel file, treasurer, and the board of education.

Depending on the severity of the offense and/or violation for which discipline is deemed necessary, disciplinary action may be initiated at any step. The employee may request representation during any portion of the disciplinary procedure. The board of education shall have the authority to "dock the pay" equal to the appropriate days of the discipline procedure. The misuse, falsification, and/or abuse of leave provision under this agreement may subject the employee to dock of pay, suspension, termination and/or possible criminal prosecution.

- C. Employees shall be required to sign any discipline records prior to such information being placed in the employee's personnel file. By signing such documentation, the employee is acknowledging that he/she has reviewed the information but not that they necessarily agree with it. Employees shall have the right to attach a rebuttal to any document placed in the employee's personnel file.
- D. Discipline(s) or evaluation(s) after two (2) years from the effective date of such discipline(s) or evaluation(s) may be reviewed by the employee and their representative with the Superintendent and a request may be made to remove such discipline(s) or evaluation(s) from the employee's personnel file. The Superintendent may grant such request based on an

evident change in behavior demonstrated by a lack of additional discipline(s) or negative evaluation(s) since the discipline(s) or evaluation(s) were placed in the personnel file. It is understood there may be some serious disciplinary issues that resulted in at least a suspension that could remain in the file and relevant should they occur again during the tenure of the employee. The decision of the Superintendent is final and not grievable.

ARTICLE 9

REDUCTION IN FORCE

A. Lay-off and Recall

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

1. 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 of employees who resign, retire, or otherwise vacate a position.
2. Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the job classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the board of education in the particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence shall not constitute an interruption in continuous service, but time spent on such leaves shall not be computed for seniority purposes. See Article 36 for determination of identical seniority.
3. The following classifications shall be used for the purpose of defining classification seniority in the event of lay-off:

Building Custodians	Cafeteria Personnel	Media Aides
Bus Drivers	Cleaning Personnel	Playground Aides
Bus Mechanic	Custodial Personnel	Secretaries

4. The board of education shall determine in which classification the lay-off should occur and the number of employees to be laid off. In the classifications of lay-off, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.
5. Twenty (20) days prior to the effective date of lay-off, 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 laid off. Each employee to be laid off shall be given advance notice of the lay-off. Each

notice of lay-off shall state the following:

- a. Reason for the lay-off or reduction.
 - b. The effective date of lay-off.
 - c. A statement advising the employee of their rights of reinstatement from the lay-off.
6. Employees who are laid-off according to this article may bump the least senior employee in a classification previously held by said laid-off employee, so long as, the laid-off employee is more senior than the employee they wish to bump.
 7. Reduced employee(s) shall remain on the recall list for a period of twenty-four (24) months beginning the effective date of the layoff. Employees shall be notified of said recall by US Certified Mail to their last known address.
 8. Any employee effected by the Reduction-In-Force shall have the right to volunteer to be placed on the recall list if he/she does not wish to bump. Once an employee chooses to be placed on the recall list that employee shall not be allowed to bump another employee.

ARTICLE 10

VACANCY

- A. Definition of a Vacancy: Any newly created bargaining unit position, separation of employment or transfer to another position. Such vacancies shall be posted on the district website and in an email to the entire staff. A vacancy posting will also be displayed in each building including the bus garage and the board office for a period of seven (7) calendar days.

During the summer months, vacancies will be posted on the district website and in an email to the entire staff. In addition to this the President of the Local shall receive a phone call or written notice, via US Regular Mail, from the Superintendent or his/her designee.

Leave of absence, long-term illness, worker's compensation or military leave are not considered vacancies.

- B. If the Board chooses to fill a vacancy, the vacancy shall first be awarded to the most senior qualified employee who applies within the classification where the vacancy exists. If there are no applicants from within the classification, the most senior qualified applicant from other classifications will be given preference over any new hiree.

In determining the qualifications of a job applicant, the following will be considered: training, prior job experience, education including any specialized training, previous job performance, ability to make decisions, discipline record, ability to cooperate with existing employees with whom he/she will have regular contact.

If the most senior employee is not given the position, before the final decision, the Superintendent shall meet with the local President and the Board member(s) in charge of that classification to explain reasons or how the determination was made.

C. Summer Work

Summer work shall be posted with rate of summer pay so that bargaining unit members are aware and may apply.

D. A member who works in more than one classification cannot be contracted for more than forty hours per week.

ARTICLE 11

BUS DRIVER ROUTE PROCEDURES

A. All bus routes will be scheduled as equal as possible. A committee shall be responsible, along with the transportation supervisor, to make changes to routes that need to be amended for efficiency. Driver(s) involved in the change of a route, will be invited to participate as part of the committee.

At the beginning of each school year a list of regular drivers will be posted according to seniority. As a driver is notified of an available run (defined as (a)/an additional (s) pick up/drop off not already on a scheduled route), his/her name will be checked off indicating acceptance or rejection of the run. If accepted the driver shall operate the run until the end of the current school year or until the run ceases. If rejected that run will be offered to the next person that is listed and so on until the list is completed. Once the list has been completed it will start at the top of the list and continue on through again. Should the extra run cease, the driver will return to the rotation with their respective seniority placement.

B. Extra Trips

1. Assigning

Extra trips shall be awarded on a rotation basis. Extra Trips shall be divided into the four (4) categories listed below:

- a. Educational Trips shall be defined as any extra trips which are not considered Athletic Trips or Support Groups (Band and Choir) and occur between the first scheduled day of school and the last day of school (plus any make-up days).
- b. Athletic Trips and Support Groups (Band and Choir) shall be defined as any extra trips which require a coach or advisor to be present and occur between the first scheduled day of school and the last day of school (plus any make-up days).

- c. Emergency Extra Trips shall be defined as extra trips which the transportation supervisor has 24 hours or less notice of such an extra trip.
- d. Summer Term Trips shall be defined as any extra trips which occur the day after the last scheduled day of school (plus any make-up days) and the day prior to the first day of school. Employees shall indicate in writing that they want to be on the Summer Trip list by May 1st.
- e. Preschool Routes – two (2) hour minimum for preschool routes.

Lists for each category shall be comprised of employees listed by seniority. At the beginning of each school year employees must notify the transportation supervisor in writing as to the list(s) they wish to be on and include their up-to-date contact numbers. If an employee elects to opt-out of taking extra trips they must do so in writing to the transportation supervisor. It shall be the responsibility of the employee to notify the transportation Supervisor of changes in availability and contact information.

Trips will be assigned using the following procedure:

On Monday (or the first day of the work week), a list of the known extra trips for the month will be placed in the drivers' mailboxes. The trips for the first two weeks on that list will be assigned on the Friday of that week by 9am (Except in the case of school breaks which would require a three-week assignment). Results of those trip assignments will be placed on a bulletin board in the transportation building for all drivers to see. Once the list has been completed it will start at the top of the list and continue on through again. Should a trip be turned down by all of the regular drivers who sign-up, then it will be offered to any substitute driver. This routine for assignment of trips will repeat itself on every Monday (or first day of the work week) until trips defined as "Summer Term" are in place (Summer Term is defined as "the day after the last scheduled day of school (plus any make up days) and the day prior to the first day of school).

Drivers may sign up for multiple trips on the same day provided:

- a. The additional trip(s) will NOT cause the driver to exceed the allowable driving hours per day/week according to the Department of Transportation.
- b. The additional trip(s) will NOT create the driver to be in an overtime situation for that pay week. However, overtime may be permitted provided the Superintendent (or designee) has been contacted before the driver accepts the trip and the situation explained why overtime is necessary and the Superintendent (or designee) approves.

The trip will state whether the time is split.

If a driver remains on the list, there will be no trading of trips.

2. Rotation Procedure

When an educational field trip is available, the rotation list will be followed. A driver may take that run instead of his/her regular assignment provided there is a substitute driver available.

When an athletic trip is scheduled immediately after school, it will be given to a substitute driver as much as possible.

3. Drivers shall be given 24-hours' notice of trip cancellation except in case of emergency.
 - a. If a trip is cancelled at any time, the driver who was scheduled to take the trip will be eligible for the next unscheduled trip in which category their cancelled trip was scheduled.
 - b. If the transportation supervisor has 24 hours or less notice of an impending extra trip, then the supervisor may get whomever he/she can get. The transportation supervisor shall attempt to contact only the next person on the rotation list prior to contacting a substitute.
4. All trips taken by an employee shall be paid at step 0 of Bus Driver's Salary Schedule per hour for all hours after regular route time Drivers will park the bus at the location of the activity and either remain on the bus or attend the student activity.
5. If a trip is canceled after the driver arrives they will be paid minimum trip rate (see #4 above).
 - a. Two (2) hours at step 0 of Bus Driver's Salary Schedule per hour for extra-curricular trips.
 - b. One (1) hour at step 0 of Bus Driver's Salary Schedule for educational trips.
6. Any bus driver who misses a trip due to drug or alcohol testing shall receive the next available trip in the same category as the originally scheduled trip.

C. Extra-Curricular Driving Time

Driving time is fifteen (15) minutes prior to the time the driver leaves until the bus is parked at the destination point. The return trip driving time is from the time a driver leaves until the driver unloads the bus at the school and checks the seats.

During cold weather the driver is permitted to add fifteen (15) minutes for warm-up purposes.

Driving to or from the school for the event is not considered driving time.

D. General Transportation Provisions

1. If there would be an extra run above and beyond a regular route, it will be posted for bid by seniority.
2. When a regular driver subs for an absent driver, the replacement driver shall continue with that route until the absent driver returns.
3. Each driver shall be contracted for 179 days which includes in-service.
4. Bus drivers and Bus Mechanic(s) will be compensated at cost upon recertification and once presentation of the receipt is made to the Treasurer's Office. This is for the cost of training and CDL portion of renewal.

When requesting compensation, it is the responsibility of the bus driver to complete a requisition and submit it to the Treasurer's office.

5. Bus drivers shall be properly trained in the procedures of administering Epi-Pens.
6. Drivers shall be compensated for extra time spent for drug or alcohol testing at the driver's regular rate of pay up to a maximum of one (1) hour.

ARTICLE 12

OVERTIME/EXTRA TIME

With prior approval of the superintendent or designee, the employee working beyond the 40 hours will be granted overtime pay, unless an emergency exists.

- A. Overtime is defined as any extra time within a week that exceeds forty (40) worked hours.
- B. Overtime shall be offered to employees on a rotational basis from a single list recognizing seniority district wide. As overtime becomes available, the supervisor will use the seniority list to determine who is eligible for the next overtime opportunity.
- C. All worked hours over forty (40) in one (1) week shall be paid at the rate of time and one-half. However, an employee who does not actually work the full 40 hours of a normal work week because of sick leave, vacation leave, or personal leave for which he has been compensated, will not be paid at the overtime rate until more than 40 actual hours have been worked.
- D. For purposes of this article paid holidays shall count as hours worked.

E. Custodial Overtime

1. If a scheduled event is cancelled after an employee has arrived, the employee(s) shall be paid a minimum of two (2) hours at their applicable rate of pay.
2. Custodial personnel will be paid Double Time for work on Sundays.

F. Extra Time/Overtime

Extra time/overtime shall be offered to all employees on the seniority list on a rotational basis. No sign up will be required and employees will not be removed from the list for refusing. The next person on the list will be notified following a refusal and the rotation will continue in seniority order.

Event will be offered as they become available for an employee to either accept or reject. Every effort will be made to notify those in the list at least two weeks prior to the scheduled event.

If no one on the seniority list accepts the extra/overtime, then the supervisor may call a substitute.

When unforeseen circumstances arise that cause a late notification, within 24 hours of the need, the maintenance supervisor shall call the next person on the overtime/extra time list before he calls a sub.

ARTICLE 13

CALL-IN PAY

In the event an employee is called in to work by the supervisor after his/her regular workday or before the beginning of the regular workday, said employee shall be paid a minimum of two (2) hours at his/her regular rate of pay.

ARTICLE 14

SECRETARIAL BONUS

Secretaries will receive a \$500 bonus for completing year-end reporting correctly and in a timely manner. The Superintendent and Principal will give approval for the bonus to be issued.

ARTICLE 15

VACATION POLICY

A. Vacation Policy for Bargaining Unit Member Employees

If the situation arises when an employee desires to take a vacation while school is in session,

he/she must secure approval from the superintendent. Only five (5) days may be used in the month of June.

- B. An employee may carryover up to a maximum of five (5) days of vacation from one year to the next. Accumulated days shall never exceed the number of days on the vacation schedule by more than 5 days.
- C. Bargaining unit members will be eligible for vacation after the first full year of employment.
- D. Bargaining unit members who are hired at any point other than the start of the contract year shall earn and be eligible for a prorated number of vacation days at the beginning of the next contract year.
- E. Service credit begins on the first day of work.
- F. Those employed for eleven (11) or more months receive vacation with pay as follows:
 - One to 10 years of service: 10 days vacation
 - 11 to 20 years of service: 15 days vacation
 - Over 20 years of service: 20 days vacation
- G. Those bargaining unit members employed for less than an 11-month work year are not eligible to a paid vacation.
- H. The superintendent will have final approval of vacation schedules for the bargaining unit member staff. It will be his/her responsibilities to see that vacations are scheduled to least interfere with the operation of the schools.
- I. All leaves are to be entered in electronic absence program five (5) days prior to the leave occurring.

ARTICLE 16

HOLIDAYS

- A. Paid holidays are prescribed below with the addition of Independence Day for twelve (12) month employees and ten and one half (10 1/2) month custodial employees.

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Memorial Day

For less than twelve (12) month employees, payment for the above listed holidays shall be made provided that they fall within the employee's annual work schedule, with the exception of Labor Day. Labor Day shall be paid to employees who work on their last scheduled work

day of his/her preceding period of employment and the first scheduled work day following Labor Day.

- B. Vacation for Christmas Day, New Year's Day, and Independence Day is as follows:
 - 1. If the holiday falls on Sunday, each employee shall be granted Monday off.
 - 2. If the holiday falls on Saturday, each employee shall be granted Friday off.
- C. During years of excessive calamity day use, it may become necessary to use a paid holiday for a school make-up day. When this occurs, the hours worked by an employee on a paid holiday shall be credited to them to use as paid time off prior to the end of the school year. This time off may be in half- or full-day increments.

ARTICLE 17

FAMILY AND MEDICAL LEAVE ACT

- A. Notwithstanding other provisions of this agreement, the Association and the Board agrees to abide by the provisions of the Family Medical Leave Act of 1993.

ARTICLE 18

SICK LEAVE

- A. Each member will be granted sick leave of one and one-fourth (1.25) days per month for a total of fifteen (15) days per year. The maximum accumulation of sick leave days shall be two hundred and fifty-five (255) days.
- B. Each member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family.
- C. Employees who render part-time service pursuant to obligations while under regular contract with the Board shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.
- D. Up to ten (10) days of sick leave shall be advanced to any member who has exhausted his/her sick leave and personal leave; provided, however, that such advanced days shall be reimbursed from accumulated sick leave prior to the termination of employment. In the event such advanced days are not recovered prior to termination of employment, the salary amounts paid for such advanced days shall be deducted from the member's final check from the Board.
- E. Regarding illness or injury, the member's immediate family shall include: spouse, children, step children, parents, stepparents, and siblings. Regarding death, the member's immediate family shall include: spouse, children, step-children, parent, brother, sister, stepparents,

brothers-in-law, sisters-in-law, mother-in-law, father-in-law, aunts, uncles, spouse's aunts, spouse's uncles, nieces, nephews, grandparents, grandchildren, and first cousins. The superintendent may grant sick leave provided in this paragraph for individuals in addition to those already identified.

- F. If medical attention has been necessary during the period of sick leave, the member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Any member using five (5) or more sick days consecutively will be required to provide a doctor's excuse.

- G. Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.

- H. All leaves are to be entered in electronic absence program five (5) days prior to the leave occurring. In the event of emergency, leaves are to be entered in electronic absence program as soon as possible.

ARTICLE 19

PERSONAL LEAVE

Each bargaining unit member may be granted three (3) unrestricted personal leave days as follows:

- A. Request for approval shall be made, in electronic absence program at least five (5) days prior to the intended absence but no more than 30 days prior, and must be approved by supervisor and superintendent.
- B. No more than the number listed below in a classification may be granted personal leave on the same day, unless the superintendent has provided advance written authorization. (In the case of a demonstrated emergency, this rule may be waived by the superintendent.)

Classifications:

Bus Mechanic	1	Media Aides	1
Bus Personnel	2	Playground Aides	1
Cafeteria	1	Secretary	1
Custodial	1 (per shift)		

- C. Personal leave shall not be used on a work day-before or the day after a school holiday, scheduled school break, or summer break. However, this shall not apply to 11 and 12 month employees.
- D. Personal leave days may be no less than one-half day increments. After October 1st 2006, any new part-time employee(s) who are contracted less than seven (7) hours per day,

personal leave days may be no less than one (1) day increments.

- E. Bargaining unit member employees who are hired at any point other than the start of the contract year shall be granted a prorated number of personal days.
- F. Unused Personal Leave days shall be carried over into an employee's accrued Sick Leave.
- G. No personal leave days shall be granted the first five (5) days or the last five (5) days of the student school year.
- H. Personal Leave and Short Term Leave of Absence days are not to be used in conjunction with each other.
- I. Once the personal leave is submitted to the immediate supervisor, signed by the immediate supervisor then submitted to the Board office for processing, there will be only one allowable date change approved that has been requested by the employee.
- J. All leaves are to be entered in electronic absence program five (5) days prior to the leave occurring.

ARTICLE 20

SHORT TERM LEAVE OF ABSENCE

A short term leave of absence without pay may be granted upon approval of the superintendent. The employee must request in writing two (2) weeks in advance of the leave to his/her supervisor. A written explanation of the leave must accompany the request. The leave may not interfere with the normal operation of the school. A short term leave may not exceed ten (10) working days per year.

ARTICLE 21

MILITARY LEAVE

Employees shall be entitled to unpaid military leaves in accordance with applicable Ohio statutes.

ARTICLE 22

JURY DUTY

If bargaining unit members are called for jury duty during the school year or their regular hours of employment, the Board of Education will not "dock" their pay. If the jury duty pay is less than the member's daily rate, the member shall deposit the jury duty pay with the Board of Education Treasurer. If the jury duty daily pay is greater than the member's daily rate, the Treasurer shall compute the difference and return balance to the member. Members should notify their building principal when called for jury duty. As provided in RC 3313.211, absence to serve as a member of a jury shall not be charged to the member's sick leave or personal leave

days.

ARTICLE 23

COURT LEAVE

If bargaining unit members are subpoenaed to give testimony during their regular hours of employment, the Board will grant one (1) day of court leave with pay. If subpoenaed for testimony that is directly related to their work, then bargaining unit members will not lose pay. If the court leave pay is less than the member's daily rate of pay, the member shall deposit the court leave pay with the Board of Education Treasurer. If the court leave daily pay is greater than the member's daily rate of pay, the Treasurer shall compute the difference and return balance to the member. Members should notify their immediate supervisor when called for court leave. Absence of a member under this article shall not be charged to the member's sick leave or personal leave days.

ARTICLE 24

UNION LEAVE

The Board shall excuse two (2) employees designated by the Union to attend the OAPSE annual conference. The Board agrees that said employees shall receive their regular rate of pay not to exceed three (3) days while attending the OAPSE conference. Such request shall be made no less than thirty (30) days prior to the conference.

The President or his/her designee, shall have thirty (30) minutes of paid time to meet in private with new employees and discuss union membership/benefits and district procedures and goals as well as their job description. A checklist and sign off sheet will be provided to the new employee indicating that they have been made aware of those items described in the preceding sentence.

ARTICLE 25

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an alleged violation, misapplication or misinterpretation of a specific term of this contract, and/or any terms and conditions of employment.
2. The "grievant" is the employee or group of employees or the Union.
3. "Days" means employee's regular work days.

B. Informal Procedure

The employee shall discuss the grievance informally with the immediate supervisor for the purpose of resolving the issue prior to filing a formal grievance. Such a meeting shall take place within the fifteen (15) days specified in Formal Step One of Section C of this article.

C. Formal Procedure

Formal Step One: The aggrieved may file a grievance in writing with the immediate supervisor, with a copy to the OAPSE representative. If such grievance is not filed within fifteen (15) days following the act or condition upon which said grievance is based, or became known, or should have become known, the grievance shall no longer exist. The immediate supervisor shall within five (5) days after receipt of the grievance, meet with the aggrieved to discuss the grievance. Within five (5) days after such meeting, the immediate supervisor shall give the aggrieved a written answer, with a copy to the OAPSE representative and the Superintendent of Schools.

Formal Step Two: If the aggrieved believes that the grievance has not been resolved satisfactorily, the aggrieved may, within five (5) days after receipt of the written answer as required in Formal Step One, refer it in writing to the superintendent. The superintendent shall within five (5) days after receipt of the grievance, meet with the aggrieved to discuss the grievance. Within five (5) days after such meeting, the Superintendent of Schools shall give to the grievant, the supervisor, and OAPSE a written answer.

Formal Step Three: If the aggrieved believes that the grievance has not been resolved satisfactorily, the aggrieved may, within five (5) days after receipt of the written answer as required in Formal Step Two, appeal the grievance in writing to the Board of Education or the superintendent of the district. The Board shall within fifteen (15) days after receipt of the grievance meet with the aggrieved, in Executive Session to discuss the grievance. Within five (5) days after such meeting, the President of the Board shall give to the grievant, supervisor, the superintendent, and the OAPSE a written answer.

Formal Step Four: If the grievance is still not resolved to the grievant's satisfaction, he/she may appeal such disposition to arbitration by submitting a demand for arbitration to the Superintendent within twenty (20) days of the receipt of the written disposition from the President of the Board.

Following the receipt of the demand for arbitration the parties shall jointly request a list of arbitrators from the Federal Mediation and Conciliation Services (FMCS). Alternate striking of names shall be employed until one name remains.

The decision of the arbitrator shall be binding upon both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement. The cost of the arbitrator's services shall be shared equally by the parties.

D. General Provisions

1. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance at the next

step.

2. All notices, answers, and decisions shall be sent to all parties (including the Local President) involved at each step.
3. The failure of the administration or Board to comply with the time limit or procedure specified in this article the grievance shall advance to the next step.
4. At any stage of the grievance procedure, the grieved person shall be permitted, for meetings with any administrator and/or with the Board, to be accompanied by OAPSE representatives, including representatives of the OAPSE affiliate on the state and/or national level. The Board and any of its administrators may also have representatives of their affiliated group on a local, state, and/or national level at any stage of the grievance procedure.
5. Time limits of this article shall be considered as maximum but may be extended in writing by mutual agreement of the parties.

ARTICLE 26

SAFETY AND HEALTH

The Board shall comply with all local, state, and federal health and safety laws and provide a safe and healthful work place.

ARTICLE 27

FRINGE BENEFITS

A. Hospitalization/Major Medical

The Board shall purchase through a carrier licensed by the State of Ohio, a Plan for hospital/major medical insurance coverage. Cost of such insurance shall be as follows for the duration of this contract. The Board's contribution toward the monthly premium will be 87.5% for full-time employees; 82.5% for bus drivers; and 77.5% for 25-34 hour employees. OAPSE's contribution toward the monthly premium will be 12.5% for full-time employees; 17.5% for bus drivers; and 22.5% for 25-34 hour employees. The Board will offer any/all insurance plans to the Bargaining Unit that are offered to other District Bargaining Units.

The OAPSE Local #775 may have up to 4 representatives on the Health Insurance Committee. The Health Insurance Committee will continue to investigate and evaluate insurance options on a yearly basis and report to the Board. The Board and/or the Association can make recommendations to the Health Insurance Committee. Any recommendations from the Health Insurance Committee will be presented to the association and the Board. The Board has final approval of the recommendations made by the Health Insurance Committee or may require the committee to seek out other options.

Current employees eligible for benefits under a (20-34 hour classification) of the 2006-2009 contract will be grandfathered in at their current rates of (77.5% Board paid 22.5% Employee paid) for the duration of this contract.

B. Dental Insurance

The Board shall purchase dental insurance coverage through a carrier licensed by the State of Ohio. Cost of the insurance shall be as follows:

25-34 Hour Employees

70% Board Paid 30% Employee Paid

Full-time Employees for Family Coverage and Single Coverage

80% Board Paid 20% Employee Paid

C. Life Insurance

The Board shall provide to the bargaining unit member employee employed for twenty (20) hours or more a week with a term life insurance policy for 1) a death benefit of twenty thousand dollars (\$20,000), and 2) an additional benefit of twenty thousand dollars (\$20,000) based upon accidental death and dismemberment coverage. The full cost of this coverage and any increases thereof shall be paid by the Board.

ARTICLE 28

ATTENDANCE

A. Attendance Incentive

Both the Board and the Union recognize the importance of good attendance to the continuity and efficient operation of the school system. In an effort to promote a heightened awareness of the importance of employee attendance, an attendance incentive program is established.

1. A classified employee in the Crestview Local School District shall be granted an attendance incentive stipend for each trimester without an absence due to sick leave, unpaid leave, FMLA, short term leave or personal leave as follows:

1 st Trimester:	=	\$65.00	July 1 through November 30
2 nd Trimester:	=	\$80.00	December 1 through February 28 (29)
3 rd Trimester:	=	\$100.00	March 1 through June 30

2. The stipend shall be paid in the second pay following the end of each trimester.

B. Attendance Discipline Procedure

The purpose of this procedure is to encourage better attendance, in order to operate the school in an efficient and productive manner.

1. For the purposes of this provision twelve (12) month employees shall be limited to ten (10) days of absence without discipline, as defined in subsection (1) below, and employees under twelve (12) months shall be limited to six (6) days of absence without discipline, as defined in subsection (1) below:
 - a. When defining “days of absence” each day taken for the following reasons shall be counted as a “day of absence” when determining discipline:
 - 1) Sick Leave – Without a Doctor/Practitioner’s Excuse
 - 2) Unpaid Leave
 - b. When defining “days of absence” each day taken for the following reasons shall NOT be counted as a “day of absence” when determining discipline:
 - 1) Sick Leave – With a Doctor/Practitioner’s Excuse
 - 2) Vacation Leave
 - 3) Jury Duty and/or subpoenaed Court Leave
 - 4) Documented Religious Observances
 - 5) Death in the Immediate Family
 - 6) Professional Leave
 - 7) FMLA
 - 8) Workers Compensation
 - 9) Military Leave
 - 10) Personal Leave
2. When an employee accrues his/her eleventh (11th)/seventh (7th) day of absence, respectively (as defined in (A1) above) a hearing shall be held with the employee and the Superintendent to explain (or not explain) the reasons for such days of absence. The superintendent shall have the authority to waive any or all “days of absence” if he/she deems such day(s) excludable.

The employee shall have the right to union representation during such meeting. The Superintendent shall have the right to include the employee’s supervisor and/or another administrator in such hearing.
3. If after consideration of an explanation(s) the Superintendent deems all days to count as “days of absence” he/she shall have the authority to issue the employee a verbal warning and/or a plan for improving attendance.
4. If the employee has another “day of absence” within thirty (30) calendar days of receiving his/her plan for improvement, and such “day of absence” is counted after consideration of the Superintendent, he/she shall have the authority to issue a written reprimand.

5. In the event the employee has additional “days of absence” within his/her contract year, subsequent levels of discipline shall be issued in the following manner:
 - a. One (1) Day Suspension
 - b. Three (3) Day Suspension
 - c. Termination of Contract

The Superintendent shall have the right to discipline at a lower level than stipulated above at his/her discretion.

ARTICLE 29

SICK LEAVE BANK

The Sick Leave Bank is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave.

To be eligible, a bargaining unit member must have used all available sick leave, vacation leave and personal leave, including the ten (10) days advanced, and be recovering from a specific illness or injury of twenty (20) consecutive days or more. The amount of sick leave awarded from the Sick Leave Bank under this program shall not exceed the number of days remaining in the current contract year, the number available in the pool, or no more than sixty-five (65) days in one contract year. An employee will only use the Sick Leave Bank on a calendar leave basis i.e.: April 1, 2018 – April 1, 2019.

There shall be no exceptions to the bank, except if the employee has experienced another catastrophic occurrence then the committee will address the issue but their decision shall not be grievable.

The administration of the Sick Leave Bank shall be based upon dollars and not days. When days are specified in Article 29, the conversion to dollars (daily rate of employee times quantity of days) shall occur regardless of whether the language specifies days or dollar. The existing balance in the Sick Leave Bank shall be converted into dollars based upon the current average hourly rate for 2014- 2015 of thirteen dollars sixty cents (\$13.60) times the average number of hours per day for 2014-2015 of five point eight-four hours (5.84). Days contributed into or withdrawn from the Sick Leave Bank shall be converted into dollars.

The bank shall be administered by a committee composed of two (2) administrators and two (2) bargaining unit members. The bargaining unit members shall be appointed by the Association President. The committee shall develop guidelines, necessary forms and any procedures for administrating the Sick Leave Bank. The decision of the committee is final and not grievable under the Collective Bargaining Agreement. Bargaining unit members will be considered for use of the Sick Leave Bank who have:

1. used all available sick leave, vacation leave, and personal leave, plus the ten (10) advanced.

2. presented a physician's certificate indicating an absence due to a single illness or accident that will last or exceed twenty (20) consecutive days. The committee may require a second opinion.
3. contributed to the sick leave pool of this program; eligibility is to be based on the contribution of a sick leave day by October 15 of the current school year.

The Sick Leave Bank is formed from the contribution of up to three (3) days of accumulated sick leave from each member who chooses to participate in the program. The window for donations will be October 1 to October 15 of each year. Once a day is contributed to the bank, it cannot be withdrawn.

Members are not eligible to use the Sick Leave Bank if:

1. they have not donated a day of accumulated sick leave to the Sick Leave Bank;
2. the surgery and/or procedure is elective;
3. the sick leave is due to normal maternity leave;
4. the specific injury or illness is not twenty (20) consecutive days or more;
5. the bargaining unit member is eligible for Worker's Compensation, SERS Disability, or a personally purchased disability plan.

The number of days permitted to accumulate in the Sick Leave Bank shall be one hundred eighty (180) days. Members new to the program must make an initial contribution to be eligible. When the Sick Leave Bank has accumulated one hundred eighty (180) days, new members desiring to be eligible may contribute a sick leave day to be held in escrow. Escrowed days shall be added to the bank as it is depleted.

Any one of the requirements of this program shall not have an impact on the administration of sick leave as contained in Article XVIII.

ARTICLE 30

SERS PICK-UP

The Crestview Local Board of Education hereby agrees with Crestview OAPSE Local #775 to pick-up, utilizing the salary reduction method, contributions to the School Employees Retirement System to be paid on behalf of the members in the bargaining unit under the following terms and conditions:

- A. The amount to "picked-up" on behalf of each member shall be ten percent (10%) of the member's gross annual compensation or as may otherwise be specified by law. The member's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of state and federal tax only. Pick-up means the employee's share is tax sheltered or tax deferred. The Board does not actually pay the employee's contribution.

The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

- B. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- C. The parties agree that should the rules and regulations of IRS or the retirement system change making this procedure unworkable, the parties agree to return without penalty to the former method of employee/employer contribution.

ARTICLE 31

TAX SHELTERED ANNUITIES

Tax sheltered annuity programs will be administered in accordance with all IRS rules and regulations.

ARTICLE 32

SEVERANCE PAY

All members who retire from regular employment shall receive one single severance payment which shall be considered a retirement payment which shall be equal to $\frac{1}{4}$ of the number of Accumulated sick leave days, but not to exceed fifty-five (55) days, times the member's daily rate of pay during his/her final year of employment. Payment of said severance payment shall be made within 30 calendar days of the treasurer's receipt of a copy of the member's initial retirement check.

Members who will retire at the end of the school year, or the last day of May, and who notify, in writing, to the Superintendent of their intent to retire by February 1 of that school year, shall receive a retirement notification incentive of \$500.00 added to their severance payment provided the notice occurs when the employee is first eligible to retire with full service credit.

In order to qualify the employee must fulfill their contract year.

ARTICLE 33

EMPLOYEE'S CHILDREN TUITION WAIVER

A student who is not otherwise entitled to attend school in the Crestview Local School District but whose parent is employed in the Crestview Local School District may be enrolled on or before the first day of each semester with no obligation to pay a tuition fee. The Superintendent's denial of a student shall be explained to the employee in writing, if requested.

ARTICLE 34

UNION RIGHTS

The Association shall have the following:

- A. The right to use the internal system to school mail and e-mail.
- B. The right to use Board-designated bulletin boards to post Association news and announcements.
- C. The right to use photocopy equipment as long as the Association supplies its own copy paper.
- D. The President of the Union shall be provided with a copy of the agenda and briefs of all regular and/or special Board meetings.
- E. The Local shall be allowed use of the district's buildings for the purpose of Local Meetings at no cost.
- F. The Union President shall be given a current copy of the seniority list, broken down by classification, once per year by September 30th or within a timely manner when requested at any other time.

ARTICLE 35

COMPLAINTS AGAINST MEMBERS

- A. All parent and general public complaints against members should be resolved by personal conferences at the department level. Such conferences should involve those directly concerned with the problem including the member and a representative of the union (if he/she chooses).
- B. Attempts to resolve complaints shall begin at the lowest supervisory level as soon as possible; complaints should follow a process of member to supervisor to Superintendent and to the Board. Complaints received at higher levels shall be routed to the lowest level for resolution.
- C. The primary focus of all administrators and members in this regard will be on the prompt and equitable resolution of problems.
- D. Complaints shall not be used in the required evaluation process unless the subject(s) of the complaint is verified by and in accordance with the evaluation procedure.
- E. After review by the Board/designee, documentation related to the complaint, including written complaints, shall be provided to the member if such a complaint could lead to discipline.

ARTICLE 36

IDENTICAL SENIORITY

In the case of identical seniority (Board hire date), employees shall draw a single card from a single deck of cards (Ace being high, two (2) being low) to determine seniority. Such process

shall be done in the presence of the employee and the Union representative. The higher card will determine who has seniority. This process shall take place only once while the employees are within the bargaining unit and shall be documented in their personnel files.

ARTICLE 37

CURRENT EMPLOYEES SUBBING IN A HIGHER CLASSIFICATION

If an employee is working in a higher paying job that employee shall receive the higher paying wages starting with the tenth (10th) consecutive working days. The employee shall be paid at their equivalent step.

ARTICLE 38

MANDATORY DIRECT DEPOSIT

Payroll for all employees will be administered through direct deposit. The district will utilize new and/or existing technologies to inform, administer, and assist employees with salary and benefits information. Payroll information will be available via email or through online access through KIOSK.

ARTICLE 39

BACKGROUND CHECKS

The Employer shall reimburse employees up to \$65.00 once every five (5) years for the cost(s) associated with the FBI and BCI background checks required by law.

ARTICLE 40

PROFESSIONAL LEAVE

With the superintendent's approval an employee may take leave in order to attend workshops, classes, etc. in order to maintain/ obtain skills and/or licensure that is either required or will improve their job skills. The cost associated with registration, mileage, overnight meals etc. will be paid by the Board.

ARTICLE 41

COMMITTEE MEETINGS

Bargaining unit members that participate in Labor-Management and/or Health Insurance Committee meetings with the Employer shall be compensated at \$10.00 per hour. The number of members on a committee shall be dictated according to the language found within this Contract. Committee meetings shall be established by the Board with every effort made to accommodate all of those involved.

ARTICLE 42

CONTRACT SIGNING BONUS

A lump sum signing bonus of \$500 payable the first paycheck in October 2021 of the first year of the contract and \$500 lump sum payable the first paycheck in September 2022 the second year of the contract shall be paid to each bargaining unit employee.

ARTICLE 43

DURATION OF CONTRACT

The articles of this Contract shall become effective at 12:01 a.m. on July 1, 2021 and shall continue in effect to and including June 30, 2024, following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Ashland, (Richland County) Ohio, on this 20th day of September, 2021 by and between the Board and the Union.

The Crestview Local Board of Education

OAPSE, AFSCME/AFL-CIO Local 775


s/ Dave Kissel 10-11-2021
President Date


s/ Richard Lyon 10-8-21
President Date


s/ Barbara J. Donohue 10/7/2021
Treasurer Date


s/ Larry Malone 10-12-2021
Field Representative Date
OAPSE State Office


s/ James M. Grubbs, Jr. 10/7/21
Superintendent Date


s/ Becky Bair 10-11-21
Committee Member Date


s/ Jamie McGraw
Board Team Member Date


s/ Michelle Cheadle 10-08-2021
Committee Member Date


s/ Jerry Eldridge 10-11-21
Committee Member Date

ARTICLE 44

SALARY SCHEDULES

Aides	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$13.43	\$14.03	\$14.88
Year One - \$0.50	1	\$13.63	\$14.23	\$15.08
Year Two - \$0.60	2	\$13.83	\$14.43	\$15.28
Year Three - \$0.85	3	\$14.03	\$14.63	\$15.48
	4	\$14.23	\$14.83	\$15.68
Steps 1-10 + .20	5	\$14.43	\$15.03	\$15.88
	6	\$14.63	\$15.23	\$16.08
	7	\$14.83	\$15.43	\$16.28
	8	\$15.03	\$15.63	\$16.48
	9	\$15.23	\$15.83	\$16.68
	10	\$15.43	\$16.03	\$16.88
Longevity 11-14 + 2.0% of Step 10	11	\$15.74	\$16.35	\$17.22
Longevity 15-19 + 3.0% of Step 10	15	\$15.89	\$16.51	\$17.39
Longevity 20+ + 4.0% of Step 10	20	\$16.05	\$16.67	\$17.56
Longevity 25 + 6.0% of Step 10	25	\$16.36	\$16.99	\$17.89

Conditions

1. Duties of the playground aides shall be assigned by the principal with the agreement of the teacher involved.
2. Contract year:
Playground Aides – Will work each day students are in attendance as directed by the building principal (178 days maximum).
3. Hours per day:
Playground Aides – 2 hours per day minimum or as needed by the building administrator.
4. Educational Aide certificates shall be paid for by the Board upon receiving receipt of payment in the treasurer’s office.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Bus Drivers	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$17.36	\$17.96	\$18.81
Year One - \$0.50	1	\$17.56	\$18.16	\$19.01
Year Two - \$0.60	2	\$17.76	\$18.36	\$19.21
Year Three - \$0.85	3	\$17.96	\$18.56	\$19.41
	4	\$18.16	\$18.76	\$19.61
Steps 1-10 + .20	5	\$18.36	\$18.96	\$19.81
	6	\$18.56	\$19.16	\$20.01
	7	\$18.76	\$19.36	\$20.21
	8	\$18.96	\$19.56	\$20.41
	9	\$19.16	\$19.76	\$20.61
	10	\$19.36	\$19.96	\$20.81
Longevity 11-14 + 2.0% of Step 10	11	\$19.75	\$20.36	\$21.23
Longevity 15-19 + 3.0% of Step 10	15	\$19.94	\$20.56	\$21.43
Longevity 20+ + 4.0% of Step 10	20	\$20.13	\$20.76	\$21.64
Longevity 25 + 6.0% of Step 10	25	\$20.52	\$21.16	\$22.06

Conditions

1. Bus drivers' contract will be based on each day students are in attendance (178 days) plus one (1) additional day for in-service (179 total days).
Single Route = 4 hours per day
2. Drivers for educational field trips shall be reimbursed at the rate of step 0 of Bus Driver's Salary Schedule per hour for all hours after regular route time according to Article 11 (B) 5 and 6.
3. Drivers for extra-curricular activities; such as, athletic events, music events, etc., shall be reimbursed by those related organizations at a rate of step 0 of Bus Driver's Salary Schedule per hour and paid a minimum of two (2) hours per trip according to Article 11 (B) 5 and 6.
4. The duties of all bus driving personnel are established by the transportation policy as adopted by the Crestview Board of Education, and as set forth by the Ohio Pupil Transportation Rules and Regulations.
5. All drivers are directly responsible to the transportation supervisor and/or the superintendent of schools.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Bus Mechanic	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$18.10	\$18.70	\$19.55
Year One - \$0.50	1	\$18.35	\$18.95	\$19.80
Year Two - \$0.60	2	\$18.60	\$19.20	\$20.05
Year Three - \$0.85	3	\$18.85	\$19.45	\$20.30
	4	\$19.10	\$19.70	\$20.55
Steps 1-10 + .25	5	\$19.35	\$19.95	\$20.80
	6	\$19.60	\$20.20	\$21.05
	7	\$19.85	\$20.45	\$21.30
	8	\$20.10	\$20.70	\$21.55
	9	\$20.35	\$20.95	\$21.80
	10	\$20.60	\$21.20	\$22.05
Longevity 11-14 + 2.0% of Step 10	11	\$21.01	\$21.62	\$22.49
Longevity 15-19 + 3.0% of Step 10	15	\$21.22	\$21.84	\$22.71
Longevity 20+ + 4.0% of Step 10	20	\$21.42	\$22.05	\$22.93
Longevity 25 + 6.0% of Step 10	25	\$21.84	\$22.47	\$23.37

Conditions

1. Contractual year for bus mechanic shall begin July 1. Contract shall equal 260 days (including legal holidays).
2. 12-month, 10 ½-month, and 10-month full time employees shall be on duty eight (8) hours per day exclusive of a 30-minute lunch.
3. Administrators of each office shall establish starting time, lunchtime, and ending time.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Cafeteria	Years Exp.	RATE PER HOUR		
		2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$13.69	\$14.29	\$15.14
Year One - \$0.50	1	\$13.89	\$14.49	\$15.34
Year Two - \$0.60	2	\$14.09	\$14.69	\$15.54
Year Three - \$0.85	3	\$14.29	\$14.89	\$15.74
	4	\$14.49	\$15.09	\$15.94
Steps 1-10 + .20	5	\$14.69	\$15.29	\$16.14
	6	\$14.89	\$15.49	\$16.34
	7	\$15.09	\$15.69	\$16.54
	8	\$15.29	\$15.89	\$16.74
	9	\$15.49	\$16.09	\$16.94
	10	\$15.69	\$16.29	\$17.14
Longevity 11-14 + 2.0% of Step 10	11	\$16.00	\$16.62	\$17.48
Longevity 15-19 + 3.0% of Step 10	15	\$16.16	\$16.78	\$17.65
Longevity 20+ + 4.0% of Step 10	20	\$16.32	\$16.94	\$17.83
Longevity 25 + 6.0% of Step 10	25	\$16.63	\$17.27	\$18.17

Conditions

1. The 8 hour cooks are responsible for the preparation and serving of the food and all such duties as assigned by the food service supervisor.
2. The 8-hour cook salaries shall be based on 8 hours per day. All full-time and part-time employees will be on a 186-day contract calendar, which includes six (6) paid holidays (per Article 16) and 180 work days that include professional development days.
3. Time spent for outside activities shall be reimbursed by the organization involved at the employee's regular hourly rate.
4. 12-month, 10½-month, and 10-month full time employees shall be on duty eight (8) hours per day exclusive of a 30-minute lunch.

Administrators of each office shall establish starting time, lunchtime, and ending time.

5. When an eight (8) hour cook is out due to leave, other cafeteria personnel shall be offered to fill the position in order of seniority. If no current cafeteria personnel volunteers for an open eight (8) hour position due to leave, then the Supervisor may move the least senior trained cafeteria personnel (regardless of building assignment) to fill in for the eight (8) hour position.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Cleaning Personnel	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$14.23	\$14.83	\$15.68
Year One - \$0.50	1	\$14.43	\$15.03	\$15.88
Year Two - \$0.60	2	\$14.63	\$15.23	\$16.08
Year Three - \$0.85	3	\$14.83	\$15.43	\$16.28
	4	\$15.03	\$15.63	\$16.48
Steps 1-10 + .20	5	\$15.23	\$15.83	\$16.68
	6	\$15.43	\$16.03	\$16.88
	7	\$15.63	\$16.23	\$17.08
	8	\$15.83	\$16.43	\$17.28
	9	\$16.03	\$16.63	\$17.48
	10	\$16.23	\$16.83	\$17.68
Longevity 11-14 + 2.0% of Step 10	11	\$16.55	\$17.17	\$18.03
Longevity 15-19 + 3.0% of Step 10	15	\$16.72	\$17.33	\$18.21
Longevity 20+ + 4.0% of Step 10	20	\$16.88	\$17.50	\$18.39
Longevity 25 + 6.0% of Step 10	25	\$17.20	\$17.84	\$18.74

Conditions

1. Full time cleaning personnel will be employed for 10 ½ months. 10 ½ month employees shall work each day students are in session (178 days) plus 30 additional days which may be worked either before the opening or after the closing of school, or a combination of both at the direction of the maintenance supervisor and/or building principal.
2. Cleaning personnel may be employed from between 3 to 8 hours per day as scheduled by the superintendent, or a maximum of 40 hours per week.
3. Contractual years for building custodians and custodial personnel shall begin on July 1. Contract days for building custodian and custodian personnel shall be 260 days (including legal holidays).
4. Employees working second shift shall receive a bonus of twenty-one cents (\$0.21) per hour for 184 contract days.
5. 12-month, 10 ½-month, and 10-month full time employees shall be on duty eight (8) hours per day exclusive of a 30-minute lunch.
Administrators of each office shall establish starting time, lunchtime, and ending time.
6. Time spent for outside activities shall be reimbursed by the organization involved at the employee's regular hourly rate.

Custodial Personnel Salary Schedule and Conditions

7. When the building custodian within a building is off, the custodial personnel in that building will be offered the opportunity to work the day shift. If the custodial personnel decline, the cleaning personnel in that building will be offered to work the day shift in order of seniority. A substitute may be called out to work the person's position that is replacing the day custodian. If the night building cleaning personnel decline, then a substitute may be called in. If the maintenance supervisor has less than 24 hours' notice that any custodial staff member will be off, then the maintenance supervisor may call in a substitute of his/her choice. The maintenance supervisor shall attempt to contact only the next person on the rotation prior to contacting a substitute.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Day Building Custodians	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$15.56	\$16.16	\$17.01
Year One - \$0.50	1	\$15.76	\$16.36	\$17.21
Year Two - \$0.60	2	\$15.96	\$16.56	\$17.41
Year Three - \$0.85	3	\$16.16	\$16.76	\$17.61
	4	\$16.36	\$16.96	\$17.81
Steps 1-10 + .20	5	\$16.56	\$17.16	\$18.01
	6	\$16.76	\$17.36	\$18.21
	7	\$16.96	\$17.56	\$18.41
	8	\$17.16	\$17.76	\$18.61
	9	\$17.36	\$17.96	\$18.81
	10	\$17.56	\$18.16	\$19.01
Longevity 11-14 + 2.0% of Step 10	11	\$17.91	\$18.52	\$19.39
Longevity 15-19 + 3.0% of Step 10	15	\$18.09	\$18.70	\$19.58
Longevity 20+ + 4.0% of Step 10	20	\$18.26	\$18.89	\$19.77
Longevity 25 + 6.0% of Step 10	25	\$18.61	\$19.25	\$20.15

Conditions

1. Full time cleaning personnel will be employed for 10 1/2 months. 10 1/2 month employees shall work each day students are in session (178 days) plus 30 additional days which may be worked either before the opening or after the closing of school, or a combination of both at the direction of the maintenance supervisor and/or building principal.
2. Cleaning personnel may be employed from between 3 to 8 hours per day as scheduled by the superintendent, or a maximum of 40 hours per week.
3. Contractual years for building custodians and custodial personnel shall begin on July 1. Contract days for building custodian and custodian personnel shall be 260 days (including legal holidays).
4. Employees working second shift shall receive a bonus of twenty-one cents (\$0.21) per hour for 184 contract days.
5. 12-month, 10 ½-month, and 10-month full time employees shall be on duty eight (8) hours per day exclusive of a 30-minute lunch.
Administrators of each office shall establish starting time, lunchtime, and ending time.
6. Time spent for outside activities shall be reimbursed by the organization involved at the employee's regular hourly rate.

Custodial Personnel Salary Schedule and Conditions

7. When the building custodian within a building is off, the custodial personnel shall be offered the opportunity to work the day shift. If the custodial personnel decline, the cleaning personnel shall be offered to work the day shift in order of seniority. A substitute may be called out to work the person's position that is replacing the day custodian. If the night building cleaning personnel decline, then a substitute may be called in. If the maintenance supervisor has less than 24 hours' notice that any custodial staff member will be off, then the maintenance supervisor may call in a substitute of his/her choice. The maintenance supervisor shall attempt to contact only the next person on the rotation prior to contacting a substitute.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Night Custodial Personnel	Years		RATE PER HOUR	
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$15.02	\$15.62	\$16.47
Year One - \$0.50	1	\$15.22	\$15.82	\$16.67
Year Two - \$0.60	2	\$15.42	\$16.02	\$16.87
Year Three - \$0.85	3	\$15.62	\$16.22	\$17.07
	4	\$15.82	\$16.42	\$17.27
Steps 1-10 + .20	5	\$16.02	\$16.62	\$17.47
	6	\$16.22	\$16.82	\$17.67
	7	\$16.42	\$17.02	\$17.87
	8	\$16.62	\$17.22	\$18.07
	9	\$16.82	\$17.42	\$18.27
	10	\$17.02	\$17.62	\$18.47
Longevity 11-14 + 2.0% of Step 10	11	\$17.36	\$17.97	\$18.84
Longevity 15-19 + 3.0% of Step 10	15	\$17.53	\$18.15	\$19.02
Longevity 20+ + 4.0% of Step 10	20	\$17.70	\$18.32	\$19.21
Longevity 25 + 6.0% of Step 10	25	\$18.04	\$18.68	\$19.58

Conditions

1. Full time cleaning personnel will be employed for 10 1/2 months. 10 1/2 month employees shall work each day students are in session (178 days) plus 30 additional days which may be worked either before the opening or after the closing of school, or a combination of both at the direction of the maintenance supervisor and/or building principal.
2. Cleaning personnel may be employed from between 3 to 8 hours per day as scheduled by the superintendent, or a maximum of 40 hours per week.
3. Contractual years for building custodians and custodial personnel shall begin on July 1. Contract days for building custodian and custodian personnel shall be 260 days (including legal holidays).
4. Employees working second shift shall receive a bonus of twenty-one cents (\$0.21) per hour for 184 contract days.
5. 12-month, 10 ½-month, and 10-month full time employees shall be on duty eight (8) hours per day exclusive of a 30-minute lunch. Administrators of each office shall establish starting time, lunchtime, and ending time.
6. Time spent for outside activities shall be reimbursed by the organization involved at the employee's regular hourly rate.

Custodial Personnel Salary Schedule and Conditions

7. When the building custodian within a building is off, the custodial personnel in that building will be offered the opportunity to work the day shift. If the custodial personnel decline, the cleaning personnel in that building will be offered to work the day shift in order of seniority. A substitute may be called out to work the person's position that is replacing the day custodian. If the night building cleaning personnel decline, then a substitute may be called in. If the maintenance supervisor has less than 24 hours' notice that any custodial staff member will be off, then the maintenance supervisor may call in a substitute of his/her choice. The maintenance supervisor shall attempt to contact only the next person on the rotation prior to contacting a substitute.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Media Aide	Years	RATE PER HOUR		
	Exp.	2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$13.69	\$14.29	\$15.14
Year One - \$0.50	1	\$13.89	\$14.49	\$15.34
Year Two - \$0.60	2	\$14.09	\$14.69	\$15.54
Year Three - \$0.85	3	\$14.29	\$14.89	\$15.74
	4	\$14.49	\$15.09	\$15.94
Steps 1-10 + .20	5	\$14.69	\$15.29	\$16.14
	6	\$14.89	\$15.49	\$16.34
	7	\$15.09	\$15.69	\$16.54
	8	\$15.29	\$15.89	\$16.74
	9	\$15.49	\$16.09	\$16.94
	10	\$15.69	\$16.29	\$17.14
Longevity 11-14 + 2.0% of Step 10	11	\$16.00	\$16.62	\$17.48
Longevity 15-19 + 3.0% of Step 10	15	\$16.16	\$16.78	\$17.65
Longevity 20+ + 4.0% of Step 10	20	\$16.32	\$16.94	\$17.83
Longevity 25 + 6.0% of Step 10	25	\$16.63	\$17.27	\$18.17

Conditions

1. Duties of the media aide shall be assigned by the building principal and/or media specialist.

2. Contract year:

Will work each day the students are in session (178 days), plus eight (8) additional days that may be assigned by the building principal, for a total of 186 days. These eight (8) additional days shall be before or after the day students begin and end the school year as scheduled by the building principal in conjunction with the aide.

Will work 7 hours per day (exclusive of a 30-minute lunch). Administrators of each office shall establish starting time, lunchtime, and ending time.

COLLECTIVE BARGAINING AGREEMENT BETWEEN CRESTVIEW LOCAL BOARD OF EDUCATION AND OAPSE EMPLOYEES, AFSCME/AFL-CIO LOCAL #775 - EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Secretarial	Years Exp.	RATE PER HOUR		
		2021-22	2022-23	2023-24
Base Increase: Effective July 1 st of each year	0	\$14.70	\$15.30	\$16.15
Year One - \$0.50	1	\$14.90	\$15.50	\$16.35
Year Two - \$0.60	2	\$15.10	\$15.70	\$16.55
Year Three - \$0.85	3	\$15.30	\$15.90	\$16.75
	4	\$15.50	\$16.10	\$16.95
Steps 1-10 + .20	5	\$15.70	\$16.30	\$17.15
	6	\$15.90	\$16.50	\$17.35
	7	\$16.10	\$16.70	\$17.55
	8	\$16.30	\$16.90	\$17.75
	9	\$16.50	\$17.10	\$17.95
	10	\$16.70	\$17.30	\$18.15
Longevity 11-14 + 2.0% of Step 10	11	\$17.03	\$17.65	\$18.51
Longevity 15-19 + 3.0% of Step 10	15	\$17.20	\$17.82	\$18.69
Longevity 20+ + 4.0% of Step 10	20	\$17.37	\$17.99	\$18.88
Longevity 25 + 6.0% of Step 10	25	\$17.70	\$18.34	\$19.24

Conditions

1. Contract year:
 10-month secretaries work 204 days
 10 ½-month secretaries work 214 days
2. Secretaries on less than a 12-month contract shall be on duty on all days scheduled as teacher days including workshops and teachers' in-service.
3. In case of school closings for weather or other such calamities, all secretaries are to report for work unless notified otherwise by the administrator in charge of that office.
4. 12-month, 10 ½-month, and 10-month secretaries shall be on duty eight (8) hours per day exclusive of a 30-minute lunch.

Administrators of each office shall establish starting time, lunchtime, and ending time.

CRESTVIEW LOCAL SCHOOL DISTRICT
Ashland, Ohio

GRIEVANCE FORM

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

***At each Step a copy shall be given to the Local President.**

LEVEL ONE
(Submitted to Supervisor)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

C. _____
Signature of Aggrieved _____ Date _____

D. Disposition by supervisor: _____

Signature of Supervisor _____ Date _____

LEVEL TWO
(Submitted to Superintendent)

A. Position of Aggrieved or OAPSE: _____

Signature of Aggrieved _____ Date _____

B. Disposition by Superintendent (or designee): _____

Signature of Superintendent (or designee) _____ Date _____

