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# **COLLECTIVE BARGAINING AGREEMENT**

between  
the

**CRESTVIEW LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and  
the

**CRESTVIEW EMPLOYEES' ASSOCIATION, OFT/AFT**

**July 1, 2022 through June 30, 2025**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Education of the Crestview Local School District, Van Wert County, Ohio, and the Crestview Employees' Association, OFT/AFT.

## **ARTICLE I**

### **DEFINITIONS**

Throughout this Agreement, unless otherwise specified:

- A. "Board" means the Board of Education of the Crestview Local School District.
- B. "CEA" means the Crestview Employees' Association, OFT/AFT.
- C. "Certificated employee" means a bargaining unit employee employed in a position for which Ohio law or the Board requires a valid teaching certificate or professional educator's license under Section 3319.22 of the ORC.
- D. "Classified employee" means a nonteaching bargaining unit employee other than a certificated employee. The parties recognize that the civil service provisions of Chapter 124 of the ORC do not apply to the District and use of the word "classified" in this Agreement is not intended to suggest otherwise.
- E. "Days" means calendar days.
- F. "District" means the Crestview Local School District.
- G. "Full-time employee" means a certificated or classified employee regularly assigned to work at least seven and three-quarters (7¾) hours per day, five (5) days per week.
- H. "ORC" means the Ohio Revised Code.
- I. "STRS" means the State Teachers Retirement System established under Chapter 3307 of the ORC.
- J. "SERS" means the School Employees Retirement System established under Chapter 3309 of the ORC.
- K. "Superintendent" means the District Superintendent.
- L. "Treasurer" means the District Treasurer.

## **ARTICLE II**

### **RECOGNITION**

In accordance with SERB's certification of election results in SERB Case No. 96-REP-04-0087, the Board recognizes the CEA as the exclusive representative for the following bargaining unit:

All full-time and part-time regularly employed non-certificated personnel and certificated personnel whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit employees or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, special education and vocational), guidance counselors, librarians/media and/or program specialists, school nurse, athletic director, tutors, secretaries, food service personnel, instructional aides, maintenance/custodial staff, and bus drivers. The Superintendent, Assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, where their administrative duties are at least forty (40) percent of their assigned time, even when such administrative duties overlap or are concurrent with a bargaining unit assignment(s), Treasurer, Superintendent's secretary, Treasurer's secretary, confidential employees, substitutes, management-level employees, and supervisors are not part of the bargaining unit. Latchkey program personnel are also excluded from the bargaining unit, except that a latchkey program employee who is also regularly employed in a bargaining unit position is to the extent of that employment within the bargaining unit.

The CEA President (or designee) will submit to the Treasurer a list of the names of all elected CEA officers by **October 1**.

## **ARTICLE III**

### **BARGAINING PROCEDURE**

#### **A. TEAMS**

1. The Board and the CEA shall each designate a bargaining team composed of not more than five (5) members plus any non-participating observers as mutually agreed to by both parties.
2. The bargaining teams for both parties shall have the necessary power and authority to make proposals, consider proposals, and make tentative agreements.

#### **B. MEETINGS**

1. A request by the CEA to bargain will be submitted in writing to the Superintendent. A request by the Board to bargain will be submitted by the Superintendent to the CEA President. A request may not be submitted prior to January 1<sup>st</sup> of the year in which this Agreement expires, and bargaining for a successor agreement will not begin prior to February 1<sup>st</sup>; bargaining will be concluded within sixty (60) days unless extended by mutual agreement.
2. Meetings will be scheduled for mutually satisfactory times and lengths.
3. Unless otherwise mutually agreed, bargaining will not take place during the school day.

#### **C. PROCEDURE**

1. Unless otherwise mutually agreed, the initial meeting shall be for the sole purpose of exchanging proposals.
2. Interim reports, either verbal or written, may be made by either party to its constituents.
3. Upon request, either party may caucus for a reasonable period.
4. Agreed-upon items shall be reduced to writing and initialized by a representative of each team.
5. When agreement is reached on all items, a written copy shall be submitted to the CEA for ratification. If ratified, the agreement shall then be submitted to the Board for ratification. If ratified, the agreement shall be signed by both parties.
6. Upon ratification, an electronic copy of the current collective bargaining agreement will be emailed to all bargaining unit employees and all building administrators.

#### **D. DISAGREEMENT**

This impasse resolution procedure shall supersede the dispute settlement procedures set forth under Section 4117.14 of the ORC.

If agreement is not reached by the end of the sixty (60) day bargaining period identified in Section B of this Article, either party may declare impasse and request that a non-binding mediator be appointed.

If agreement on the mediator is not reached within five (5) days, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator.

The mediation process shall not extend beyond the expiration of this Agreement except by written agreement of the parties to an extension for a specified period of time.

## ARTICLE IV CEA RIGHTS

- A. One (1) copy of the Board's Policies and By-Laws will be placed in the Superintendent's office. An electronic copy will be available on the district website.
- B. The Board shall provide one (1) copy of the Board agenda prior to each regular or special Board meeting, and one (1) copy of the minutes of meetings. Any financial reports and/or related materials shall be provided upon request at no cost, within a reasonable period of time.
- C. The CEA may use a reasonable amount of the bulletin board space in the teachers' workrooms for posting official notices.
- D. The CEA may use school facilities for meetings with no rental fee so long as no other activities or meetings are previously scheduled for the facility. The CEA shall give the building principal reasonable advance notice of when the meeting is to be held.
- E. The CEA may use school equipment at reasonable times by scheduling with the building principal when such equipment is not otherwise in use. The CEA shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The CEA may use employee mailboxes.
- G. The CEA may make organizational announcements in faculty meetings and have announcements presented over the public address system provided such announcements are limited to time, place, and date of meetings unless the announcement is approved in advance by the building principal.
- H. The names, addresses, and phone numbers of all bargaining unit employees shall be supplied to the CEA President, upon request, as such information becomes available.
- I. The CEA President (or authorized representative) may visit school areas for CEA business before or after school, or during an employee's duty-free lunch or conference period, provided that normal school operations are not disrupted.
- J. The CEA shall be given time to address bargaining unit employees at the conclusion of the fall orientation meeting.
- K. The Board will authorize up to a collective maximum of six (6) total days of absence without loss of pay per year (September 1<sup>st</sup> thru August 31<sup>st</sup>) for bargaining unit employees to represent the CEA or serve on CEA programs at CEA meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other labor organization. An advance request for leave must be submitted by the CEA President to the Superintendent (or designee).
- L. At any time until **October 1<sup>st</sup>**, the CEA may deliver to the Treasurer signed authorization forms requesting payroll deduction of membership dues and assessments of the CEA and its affiliates. Such authorization shall continue until the employee either gives written notice to the Treasurer to discontinue such deductions or the employee's Board employment terminates.

Deductions shall be made in equal amounts, beginning with the second pay in October and for each of the next sixteen (16) pays. All money deducted shall be remitted to the CEA Treasurer monthly, accompanied by a list of employees from whom the deductions are made and the amount for each.

Within two (2) days of receipt of an employee's notice to discontinue deductions, the Board Treasurer shall provide the CEA Treasurer with the name of the withdrawing employee.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this Agreement.

A "grievant" is any bargaining unit employee, any group of employees acting as a class where multiple employees are affected, or the CEA.

#### **B. GENERAL PROVISIONS**

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement. If a grievance is filed after May of any year and strict adherence to the time limits may result in hardship to any party, the parties will attempt to process the grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All grievances and grievance dispositions shall be sent to the receiving party by certified letter or if personally delivered, date and time will be stamped upon delivery to the Superintendent. Both parties shall sign beside the date and time stamp acknowledging both delivery and receipt.

The grievant may be represented at all stages by a CEA representative.

When the grievant is not represented, the CEA may at its request have its representative present to state the views of the CEA.

Once the grievant has elected to be represented by the CEA, all communications from the Administration shall be directed only to the CEA representative and to the grievant.

No reprisals shall be taken by or against any person by reason of participation or use of the grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of bargaining unit employees, it may be filed at Step Two. Class grievances involving more than one (1) supervisor and/or grievances involving the administrator above the building level may be filed at Step Two. Grievances dealing with alleged violations of CEA rights shall be initiated at Step Two.

Grievances may be presented and handled during regular work hours. Other times for hearings and meetings shall be set by agreement outside regular work hours, unless otherwise mutually agreed. No reduction in compensation shall occur as a result of participation in any grievance proceeding.

The parties will furnish each other such relevant information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require the release from regular duties of a bargaining unit employee, he/she shall be released without loss of pay or benefits.

Unless otherwise mutually agreed in a particular case, the withdrawal or settlement of a grievance does not establish a precedent.



## C. FORMAL PROCEDURE

- Step One:* A grievant shall first discuss the alleged grievance with his/her immediate supervisor and attempt to resolve the problem informally.
- Step Two:* If agreement is not reached, the grievant shall submit a completed and signed Step Two grievance form to the Superintendent. The form must be filed not later than thirty (30) days after the grievant knew or could have reasonably been expected to know about the alleged violation giving rise to the grievance. Within ten (10) days after receipt, the Superintendent (or designee) will meet with the grievant and his/her representative for the purpose of resolving the grievance. Within seven (7) days of such meeting, the Superintendent shall respond to the grievance in writing and forward a copy to the grievant and the CEA representative. If such disposition is not timely filed, the grievance will advance to the next step as if timely advanced.
- Step Three:* If the grievant is not satisfied with the Step Two response, the grievant, through the CEA, may file an appeal to arbitration with the Treasurer and the Superintendent within ten (10) days of receipt of the Step Two disposition. The parties shall there upon request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which the arbitrator will be selected by the alternate strike method with the party striking first to be determined by the flip of a coin. Either party may reject the first panel of names, in which case the arbitrator will be selected from a second panel.

The arbitrator shall have no power to alter, add to, subtract from, or in any way modify the terms and conditions of this Agreement.

The arbitrator will render the decision within thirty (30) days, or such additional time as the parties may mutually agree. The decision will be binding upon the parties.

The Federal Mediation and Conciliation Service's administrative fee for furnishing a panel(s) of arbitrators will be borne by the parties in equal shares. The fees and expenses of the arbitrator will be borne by the losing party. If the losing party is not clearly identifiable, the arbitrator shall apportion charges between the parties.

## ARTICLE VI EMPLOYMENT PRACTICES

### A. SEQUENCE OF CONTRACTS

For Certificated and Classified (employed after January 1, 2012)

Upon initial employment, a bargaining unit employee's contract of employment shall be for a term of not more than one (1) year with an automatic nonrenewal at the end of the year; if an employee is hired with a starting date on or after December 1<sup>st</sup> for the remainder of the year and is reemployed, the next contract shall be for a term of one (1) year. If reemployed at the conclusion of a full one (1) year contract or at the conclusion of an initial partial year contract with a starting date prior to December 1<sup>st</sup>, the subsequent contracts shall be in the following sequence:

#### Certificated Employees

1. Second contract – 1 year limited, automatic nonrenewal
2. Third contract – 3 year limited, except as specified below
3. Subsequent contracts – 5 year limited, except as specified below

#### Classified Employees

1. Second contract – 2 year limited, except as specified below
2. Third contract – 2 year limited except as specified below
3. Fourth contract – 2 year limited, except as specified below
4. Fifth contract -continuing except as specified below

At any point prior to the awarding of a continuing contract, the Board shall have the option to issue a one (1) year limited contract. This option is only available one (1) time. If the Board reemploys the employee at the conclusion of that contract, the employee will receive the next regularly scheduled multi-year contract or, if eligible, a continuing contract.

Except as otherwise stated above, the contracts of certificated employees are governed by Sections 3319.11, 3319.08 and 3319.16 of the ORC, and the contracts of classified employees are governed by Sections 3319.081 and 3319.083 of the ORC.

### B. REASSIGNMENT AND TRANSFER

#### 1. Request for Reassignment

Annually, by **January 15<sup>th</sup>**, an employee will be provided the opportunity to request a voluntary reassignment on a survey provided by the Superintendent. Survey responses must be returned by **February 1<sup>st</sup>** of each school year.

#### 2. Involuntary Transfer & Reassignment

In the case of an involuntary transfer, the following will be used as the basis in determining which employee is transferred:

- a. the needs of the District,
- b. a bargaining unit employee's credentials,
- c. prior work performance,
- d. seniority,
- e. length of service in the building,
- f. number of previous transfers,

g. and other relevant factors, including legal requirements.

A conference shall be held between the employee and the Superintendent explaining the reasons a transfer of the individual is being considered. Upon request, such reasons shall be reduced to writing.

A certificated employee subject to an involuntary transfer after July 10<sup>th</sup> may resign without prejudice within two (2) weeks from the date of notification.

#### C. VACANCIES

All vacancies (including supplemental contract vacancies) that the Board elects to fill shall be posted in the District administrative office for a minimum period of five (5) work days. A copy of the vacancy posting will be publicized on the district's website and emailed to the CEA President as well as to all district employees. The Board may elect temporarily to fill a vacancy with a substitute or substitutes for the remainder of the school year in which a vacancy occurs.

Any bargaining unit employee may apply for any posted position. Positions will be awarded on the basis of the needs of the District, an employee's credentials, prior work performance, seniority, number of previous transfers, and other relevant factors, including legal requirements.

It is mutually recognized that the Board may need to fill a summer vacancy on an expedited or emergency basis.

#### D. EVALUATION PROCEDURE

The Crestview Local Schools Teacher Evaluation Process is represented in a detailed Ad-Hoc Agreement (including potential subsequent revisions) as prepared by an Ad-Hoc Committee that is comprised of building administrators and three teachers as appointed by the Crestview Employees' Association. The Ad-Hoc Agreement supersedes ORC 3319.111 and must bear the approval of the CEA President, the Superintendent, and the President of the Board of Education.

#### E. ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each certificated employee must be mindful that presentations be open-minded, fair, responsible, and respectful of differing opinions of others.

The certificated employee shall have the responsibility within curriculum guidelines or school scheduling requirements to choose those instructional methods deemed to be appropriate and effective with a given group of students. Choice of methods shall not be considered an appropriate area for criticism in an evaluation unless the evaluator can reasonably document the ineffectiveness of the methods with that group of students. All employees are expected to comply with policies, regulations and directives of the Board and Administration which are not inconsistent with this Agreement.

#### F. SENIORITY

All bargaining unit employees will be placed on a seniority list for each teaching field for which they are properly certificated or their current job classification. Employees under continuing contracts will be placed at the top of the list, in descending order of seniority. Employees under limited contracts will be

placed on the list under those holding continuing contracts, also in descending order of seniority. Seniority is defined as the length of continuous service under regular contract beginning with the first date the employee was hired by Board action.

For each school year during which an employee is in paid status as a bargaining unit employee for one hundred twenty (120) or more work days, the employee will receive one (1) year of seniority credit without regard to whether the employee is employed full-time or part-time. For each school year during which an employee is in paid status as a bargaining unit employee for fewer than one hundred twenty (120) work days, the employee will receive no seniority credit for that year; however, in such a case the employee's seniority is not disrupted and prior years of seniority will continue to be credited to the employee. If the employment relationship with the Board is severed but the employee is subsequently rehired, seniority will accrue from the date of rehire; if an employee remains Board-employed but leaves a bargaining unit position only to return subsequently to a bargaining unit position, seniority credit will be given for all years of service with the Board that qualify under the first two (2) sentences of this paragraph.

If two (2) or more employees have the same length of continuous service, seniority will be determined by:

- the date of the Board meeting at which the employee was hired; and then
- by the Board agenda order in which the employee was hired.

Seniority shall be lost when an employee resigns or retires.

By **November 1<sup>st</sup>** of each year, the seniority list will be posted and a copy furnished to the CEA President. An employee who believes his/her seniority is listed incorrectly shall have until November 30<sup>th</sup> to lodge a written complaint with the Treasurer, which will be investigated promptly and responded to in writing. Should the employee still not be satisfied, the grievance procedure appearing in Article V of this Agreement may be utilized.

## G. REDUCTION IN FORCE

### 1. Definition

A reduction in force (RIF) is defined as a reduction in the total number of certificated employees or the total number of classified employees by means of a layoff effected through the suspension of employee contracts.

The first means of reduction will be by attrition. To the extent possible, the number of persons affected by a RIF in force will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave, or whose limited contracts are not renewed for reasons other than a RIF.

### 2. Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than a RIF, the Board may reduce the number of certificated employees or the number of classified employees by reason of:

- a. a decline in pupil enrollment;
- b. the return of employees from leave;
- c. the suspension of schools;
- d. territorial changes affecting the District; or
- e. lack of financial resources.

Suspension of contracts for purposes of a RIF shall occur between the end of one (1) school year and the start of the succeeding school year, whenever possible.

### 3. Suspension/Renewal

Decisions on the renewal of limited contracts and continuing contracts will be made prior to suspending contracts. Those contracts to be suspended shall be selected as follows:

#### a. Identification of Affected Employee(s)

Reductions within a certificated teaching field will be made in accordance with the recommendation of the Superintendent who, within the teaching field, will give preference to employees with continuing contracts. The Superintendent and Board will not give preference to any employee based on seniority except when making a decision between employees with comparable evaluations. For this purpose and for the purpose of recalling employees under c. below, no more than three (3) evaluations of an employee will be used and the employee's most recent evaluations will be the ones considered. The affected certificated employee may elect to displace another certificated employee who holds a lower position on the seniority list for another area in which the affected certificated employee maintains certification.

Reductions within a classified employee job classification of a full position or hours will be made by selecting the least senior person on the seniority list referenced in Section F of this Article for that classification who is currently assigned to a position in that area or classification. A classified employee so affected may elect to displace the least senior employee in another classified job classification (unless the laid-off employee has less seniority than that employee) if (1) the displacing employee has previously successfully held that classification in the District, and/or (2) the displacing employee is currently qualified and able to perform the duties of that classification. Any such election must be made within ten (10) days of the time the employee is notified he/she will be affected.

#### b. Notification of Anticipated RIF

The Board shall notify the CEA President, in writing, not less than thirty (30) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF, the position(s) and name(s) of employee(s) affected, the date of anticipated Board action to implement the RIF, and the effective date of the RIF.

#### c. Employee and CEA Rights

The Board shall not contract out any work previously performed by bargaining unit employees if the layoff of employees would result, unless the Board and Association otherwise mutually agree.

All suspended employees will be placed on a recall list.

Suspended certificated employees will be recalled when vacancies become available in their teaching field. Seniority will not be the basis for recalling an employee except when making a decision between employees with comparable evaluations.

Suspended classified employees are to be recalled in the order of the seniority when vacancies become available in their classification.

- (1) While a RIF continues, no substitute or any other person will be hired except where no employee eligible for the position is on the recall list.
- (2) Employees on limited contracts shall be maintained on the recall list for a period of three (3) years or until their limited contract expires, whichever is greater, or until a recall is rejected. Thereafter, a limited contract employee shall lose his/her right to recall.

- (3) Employees on continuing contracts shall be maintained on the recall list until their retirement or until they decline a recall.
- (4) Qualifications for a bargaining unit position(s) shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off person.
- (5) Reduced staff members may, for the duration of their recall eligibility, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer. Such employees will be informed of the premium due date.

b. Notification of Recall

It shall be the responsibility of each employee to notify the Board of any change of address or change in certification. The Board shall give written notice of recall by sending a letter to the CEA President and to all affected employees at their last known address.

c. Status Upon Recall

A recalled employee will return to active employment status with the same seniority enjoyed at the time of layoff and be placed on the salary schedule in accordance with their respective creditable training and experience at the time of recall.

d. Transfers Due to RIF

When employees must be transferred as a result of a RIF, the Superintendent shall notify all affected employees of the necessary reductions by position, grade level and building.

The Superintendent will encourage transfers on a voluntary basis. If this cannot be accomplished, the provisions for involuntary transfers will be utilized.

Any employee subject to involuntary transfer due to a RIF who does not wish to be transferred will have the option of being placed on the recall list.

## H. EMPLOYMENT OF RETIRED STAFF MEMBERS

The CEA and the Board agree to the subsequent guidelines for the employment of retired staff members (any bargaining unit member, or staff member, who retires under the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) and subsequently is re-employed in the district) as follows:

1. To be eligible, the employee must give irrevocable written notice to the Superintendent by **February 1st** of that same year of the intent to retire at the end of the employee's contract year. By no later than its regular meeting in May, the Board will act on employment. The successful/selected retired employee will be employed on/with a one (1) year contract, with the contract automatically non renewed at the end of the employee's contract year. Furthermore, no retired employee who is re-employed is eligible for multiple year contracts or continuing contract status. It is fully understood and agreed upon that this guideline will supersede ORC Sections 3319.08, 3319.11, and 3319.111.

2. Leaves of Absence

A retired/rehired individual employed full time will earn/accrue sick leave at the rate of one and one-fourth (1¼) days for each calendar month under contract. At the beginning of each contract year the retired/rehired employee starts with a balance of zero (0) sick days. If needed, a retired/rehired employee may request an advance of sick leave of up to fifteen (15) days, the total allowable accrual of sick leave during one contract year. Should the retired/rehired

employee leave the Board's employ prior to repayment of such an advance, the said employee shall have the balance of the advance withheld from pay. Should a retired/rehired employee use the whole advancement of fifteen days and still require more leave time, said retired/rehired employee will be required to use personal leave, and if all personal leave is exhausted, then said retired/rehired employee will fall into unpaid leave days.

In addition, no re-employed retired employee is eligible to receive severance pay upon leaving employment with the district. It is fully understood and agreed upon that this guideline will supersede ORC Sections 124.39 and 3319.141.

Each re-employed retired employee is entitled to personal leave, bereavement leave, court leave related to jury duty, civic duty or professional assignment, professional leave, family medical leave and any other leave affecting the duty day for certified and classified employees as specified per this negotiated agreement.

3. When an employee is re-employed as a retired teacher, the-degree status will place the individual at the appropriate salary level, by educational training, providing experience verification is provided for a minimum of five (5) years of "actual teacher" or "military experience" as defined by ORC 3317.13(A). The rate of pay for ALL retired staff members will be capped at Step #5. It is fully understood and agreed upon that this guideline will supersede ORC Sections 3317.12, 3317.13, and 3317.14.
4. The CEA and the Board recognize that a retired employee seeking re-employment will be given no preference over any other candidate. The selection will be based on qualifications and abilities in securing the best person for the vacancy.
5. The CEA, its individual members, and other certificated and classified employees recognize, understand, and agree to the preceding guidelines. In addition, the provisions as contained in this Article will not be grievable, will not result in any claims/actions filed before the State Employment Relations Board (SERB) or any other court of law, and are not to be construed as being discriminatory in nature.
6. In the event of a Reduction in Force, any and all retired/rehired employees will be the first to be reduced. In no event will they be given preference over any regular limited or continuing contract bargaining unit employee.

#### I. PERSONNEL RECORDS

Only one (1) personnel file shall be maintained for each employee. Personnel files shall be maintained in the office of the Board. All entries in personnel files shall be signed and dated by the supervisor submitting the entry. All personnel files will be maintained with the accuracy, relevance, timeliness, and completeness necessary to assure fairness in any determination made with respect to a person on the basis of the information. Letters or materials from the public shall not be placed in an employee's personnel file.

Any employee may review the contents of said employee's personnel file at any reasonable time. At the discretion of the employee, a representative chosen by the employee may accompany the employee in the review of the employee's personnel file. The bargaining unit employee may have copies of any of the personnel file materials.

An employee shall have the right to rebut or add written comments to any information in the said employee's personnel file. An employee may request removal of materials from said employee's personnel file after a period of three (3) years from the date of documentation. If the request is denied, the Superintendent will attach a letter to the file document in question stating the request has been made and reasons for denial of the request. Disputes over matters contained in a personnel file will be handled exclusively in accordance with the provisions of Chapter 1347 of the ORC.

## J. BOARD RIGHTS

Except as modified by an express provision of this Agreement, the Board reserves and retains all authority conferred upon it by law to manage the affairs of the District including, but not limited to, the authority specified in Section 4117.08 of the ORC. The exercise of judgment and discretion by the Board and its agents with respect to such managerial authority requires neither advance consultation with nor the agreement of the CEA with respect to either the managerial decision or its effects.



## ARTICLE VII

### LEAVES

#### A. SICK LEAVE

The CEA and Board mutually agree that students are best served by having regular employees present in work assignments. To that end, employees are encouraged to schedule non-emergency medical appointments at times that do not conflict with regular workday hours.

Each bargaining unit employee shall be entitled to fifteen (15) days of sick leave with pay for each year under contract and shall accrue such sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred twenty (220) days. Each employee will furnish a written signed statement on forms provided by the Board to justify the use of sick leave. Sick leave may be used in fractional amounts of not less than one-half (1/2) of a full day. Falsification of a sick leave statement is grounds for suspension or termination of employment.

An employees who has accumulated the maximum two hundred twenty (220) days of sick leave will be able to use from additionally earned sick leave days prior to using sick days from the accumulated sick leave total. For the purpose of determining severance pay, an employee may add all unused sick leave from the year of retirement to the previous accumulation for a maximum possible total of two hundred thirty-five (235) days.

Each newly hired bargaining unit employee who has no accumulated sick leave, or any employee who has exhausted sick leave, will be advanced sick leave of at least five (5) days. An employee who leaves the Board's employ prior to repayment of such advance shall have the balance of the advance withheld from the said employee's final pay. An employee on paid leave will continue to accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month. An employee on unpaid leave will not continue to accumulate sick leave. An employee will be deemed to be on unpaid leave in a given month if the employee is on unpaid status for more than one-half (1/2) of the regularly scheduled work days for that month.

Regular part-time employees will be entitled to sick leave in proportion to the time actually worked. If a part-time employee becomes a full-time employee, or vice versa, accumulated sick leave will be mathematically converted to reflect the new status (for example, if a half-time employee with fifty (50) days of sick leave becomes a full-time employee, he/she will be credited with twenty-five (25) full days of sick leave.)

An employee who has accumulated sick leave with any public agency in the State of Ohio shall be credited with such sick leave up to the maximum accumulation identified in Paragraph 2 above if employment with the Board takes place within ten (10) years of the date when the employee left the other public agency.

Bargaining unit employees absent for purposes of sick leave when school is canceled, or employees relieved of regular duties for the cancellation day will not be charged with sick leave.

Sick leave shall be granted for absence due to the following reasons:

- a. **employee's illness and/or injury;**
- b. **illness and/or injury to a family member defined as follows:** spouse, child or step-child, daughter-in-law, son-in-law, parent, mother-in-law, father-in-law, brother, sister or any other member of the family unit *living in the same household no matter what degree of relationship* provided that the individual with whom an employee cohabitates without marriage, and any child(ren) of said individual will in no manner be regarded as a member of the employee's family;

- c. **pregnancy leave;**
  - i. Upon the termination of a pregnancy, an employee may use sick leave for the duration of any pregnancy-related disability. Where the pregnancy is terminated by the birth of a child, the Board will not challenge the existence of a disability for the first six (6) weeks following the birth, but will not thereafter permit the use of sick leave without a doctor's certification of a disability.
  - ii. An employee may use an unpaid family and medical leave (Article VII, see Section J) of up to twelve (12) weeks concurrently with the six (6) weeks of paid **pregnancy leave**. Hence, an employee may be off on paid pregnancy leave for six (6) weeks and up to an additional six (6) weeks unpaid family and medical leave.
  - iii. Upon the termination of a pregnancy and birth of a child, an employee may use up to ten (10) days of sick leave for **paternity leave**. This leave must be used within the first sixty (60) calendar days after the birth of the child.
- d. **employee's exposure or the exposure of a family member (defined in b above) to a contagious disease which could be transmitted to others.**
- e. Annually, up to five (5) days of sick leave may be used for the births of, or serious injuries to, or life-threatening illnesses of an **employee's grandchildren**. For the purpose of birth this leave must be used within sixty (60) calendar days of the grandchild's birth.

## B. CATASTROPHIC LEAVE BANK PROGRAM

A Catastrophic Leave Bank Program is represented in a detailed Ad-Hoc Agreement as prepared by an Ad-Hoc Committee that is composed of at least four (4) administrators and four (4) CEA members. The purpose of the Catastrophic Leave Bank Program is to provide additional, limited sick leave to an employee who has a catastrophic long-term illness or accident and who has exhausted all sick leave. The Catastrophic Leave Bank Program will be reviewed by **October 1** of each new collective bargaining agreement.

## C. BEREAVEMENT LEAVE

1. Bereavement leave shall be granted for absence from work due to the death of an employee's family member. A family member is defined as follows:
  - a. spouse,
  - b. child or step-child,
  - c. parent, mother-in-law, father-in-law (also step-parent/step-parent-in-law),
  - d. sibling, sister-in-law, brother-in-law (also step-sibling/step-sibling-in-law),
  - e. grandparent (also step-grandparent/step-grandparent-in-law),
  - f. grandchild (also step-grandchild/step-grandchild-in-law), or
  - g. aunt, uncle, nephew, or niece. (also in-laws and step-in-laws bearing the same relationship)
  - h. any other member of the family unit living in the same household no matter what degree of relationship; provided, however, that a person with whom an employee cohabitates without marriage, and any children of such person, will in no event be regarded as part of the employee's family.
2. Up to three (3) work days per individual event will be granted with pay for an employee to be present at the death of a family member, attend the funeral and/or memorial service of a family member or to attend to the business of the deceased family member. In terms of attendance at the funeral and/or memorial service or in attending to the business of a deceased family member, it is understood that these days may not be consecutive days. Bereavement days will not accumulate and will not be deducted from an employee's sick leave.

3. If three (3) work days of bereavement leave are not sufficient, an employee may request to use additional days from personal leave.

#### D. PERSONAL LEAVE

Except as otherwise provided in the last paragraph of this Section, each bargaining unit employee shall be authorized to take up to five (5) days annually without loss of pay. Such leave shall be authorized upon written notice to the Superintendent one (1) week in advance unless emergency circumstances make it impossible to comply; in such event, the employee shall notify both the Superintendent and the employee's immediate supervisor of the requested absence and provide the necessary information to explain the situation. Within one (1) day of return to duty, the employee must file the appropriate forms for personal leave with the central office. Personal leave may be used in fractional amounts of not less than one-half (1/2) of a full day and will not be deducted from any other leave.

Personal leave may be used to extend scheduled days off work under the following district-wide conditions: no more than five (5) certified and five (5) classified staff members may be awarded leave on the same day, leave will be awarded based on seniority, and requests must be submitted by noon of the thirtieth calendar day preceding the requested leave.

An employee may convert thirty (30) sick leave days to (1) personal leave day as long as the employee's sick leave balance remains at a minimum of 180 days. A maximum of one conversion per year is permissible.

An employee may carry over up to two (2) personal leave days per year for a balance not to exceed five (5) days within one contract year.

During the last ten (10) instructional days of school each year, the balance of any unused personal leave shall be restricted to the following reasons (note: references to "immediate family" bear the definition as defined in **A. Sick Leave, b**):

1. Accidents or catastrophes involving family property;
2. Court appearances (other than jury or civic duty or leave related to professional duties).
3. Attend a graduation exercise or other ceremony honoring the employee or member of the employee's immediate family;
4. Visiting members of the immediate family in the armed forces;
5. Illness or death of persons not within the immediate family. This request for personal leave may be used day before or after holiday, as necessary;
6. Extend bereavement leave;
7. Arranging for the purchase or sale of the employee's residence;
8. Appointment with an attorney when such appointment cannot be made at times other than the regular school day.
9. Extremely urgent personal problems of members of the employee's immediate family.
10. Emergencies, natural or personal, for the employee;
11. To enroll or perform any act required for enrollment in a college or university;
12. State Tournament – provided the employee requesting such leave is
  - a) a resident of the district playing in such tournament, or
  - b) has an immediate family member on a team playing in such tournament, or
  - c) has a spouse coaching a team playing in such tournaments.
13. Other reasons deemed valid by the Superintendent that cannot be taken care of outside regular school hours.

For each restricted day listed above, the employee shall specifically identify through the kiosk or on approved forms which one of the above purposes is the basis of such leave request.

Unless using the kiosk, personal leave forms shall be available in the District office, in each building office, or from an employee's immediate supervisor. The Superintendent may reasonably limit the number of non-emergency leaves authorized for use on the same day. In such cases, leave applications shall be suspended on a last received, first-suspended basis.

An employee whose bargaining unit status is established on or after **November 1<sup>st</sup>** but prior to **February 1<sup>st</sup>** is eligible for two (2) days of personal leave during that school year; if bargaining unit status is established on or after **February 1<sup>st</sup>** but prior to **April 1<sup>st</sup>**, the employee is eligible for one (1) day of personal leave during that school year; if bargaining unit status is established on or after **April 1<sup>st</sup>**, the employee shall not be eligible for any personal leave during that school year. If an incumbent employee is on unpaid status for part or all of a school year, the employee must be on paid status during that school year for at least ninety (90) work days to be eligible for one (1) day of personal leave, at least one hundred twenty (120) work days to be eligible for two (2) days of personal leave, and at least one hundred fifty (150) work days to be eligible for three (3) days of personal leave. If such an employee takes more days of leave than the employee was entitled to in that year, the Board will recoup the excess day(s) by payroll deduction. An employee regularly scheduled to work fewer than five (5) days per week will have personal leave prorated, rounded to the nearest whole day.

#### E. PERSONAL LEAVE NON-USE INCENTIVE

Any bargaining unit employee who has unused personal leave and no incurred dock days (i.e., days off for personal reasons without pay) during the employee's contract year shall be paid a bonus calculated on the basis of the daily rate applicable to a substitute for that employee for each unused day. Payment for unused personal days will be made the last pay period in the month of June for all bargaining unit employees except custodians. Custodians will receive this bonus payment the last pay period of July.

#### F. PROFESSIONAL LEAVE

Requests for professional leave shall be submitted to the Superintendent in writing and shall specify the purpose, duration, and, whenever possible, the anticipated cost of such leave. Such requests should be submitted at least two (2) weeks prior to the requested leave date(s).

Professional leave may be approved by the Superintendent for the following reasons:

1. to attend professional conferences;
2. to visit other school districts;
3. to participate in a professional seminar;
4. to participate in an educational leadership role;
5. or for any other activity that will promote professional growth;
6. a court subpoena related to professional responsibilities.

Professional leave shall not be deducted from any other leave.

For an approved professional leave, or where an employee is requested by the Administration or Board to attend an activity for which professional leave is necessary, the cost of all expenses, as supported by receipts, will be reimbursed as set forth below:

- a) Mileage for use of privately owned vehicles will be reimbursed at 75% of the current IRS rate per mile, or the least expensive common carrier whose schedule provides such transportation in a timely manner. If the employee declines the use of provided school transportation, no mileage will be reimbursed.

- b) Meals up to \$20.00 a day will be allowed in connection with overnight stays;
- c) Necessary lodging; multiple employees per room accommodation where appropriate;
- d) Any required registration fee.

Nothing in this Section is intended to preclude approval of an unpaid professional leave under which an employee's own way and expenses are paid by the said employee.

#### G. CHILD CARE LEAVE

Upon written request to the Superintendent at least thirty (30) days in advance, a bargaining unit employee who has been employed four (4) or more years in the District will be granted an unpaid leave for child care purposes.

For classified and certificated employees, the child care leave may begin at any time during the school year and extend up through the end of a current semester as related to the high school semester schedule. One (1) additional successive semester may be requested but may be denied at the discretion of the Board. The Superintendent must be notified on or before **April 1st** of the employee's intent to return at the conclusion of the leave.

For twelve month classified employees, such leave may also be requested during the summer months and extend up to the beginning of the school year.

Child care leave is available only once every three (3) years for the direct and primary care of an infant child under one (1) year of age. Child care leave is automatically revoked and it shall be considered a resignation of employment if the employee accepts employment with any other employer during the leave.

An employee may request an early termination of child care leave by submitting a written request to the Superintendent. The employee will be returned to service if a vacancy or a new position exists for which the employee is qualified, or if such return is otherwise authorized by the Superintendent. Upon return from child care leave, the employee will be assigned to a position for which the employee is qualified.

#### H. SABBATICAL LEAVE FOR CERTIFICATED EMPLOYEES

Sabbatical Leave, without pay, will be granted for a term of not less than one (1) semester nor more than two (2) semesters to a certificated employee subject to the following provisions:

1. No sabbatical leave will be granted unless the Board has approved a written plan of professional improvement submitted by the employee. Such a plan must include full-time attendance at an accredited college or university.
2. No sabbatical leave will be granted to any employee who has not been a full-time employee for at least five (5) full years in the District prior to the effective date of the leave or who has previously been granted a Sabbatical Leave.
3. A request for sabbatical leave must be submitted at least sixty (60) days immediately preceding the leave.
4. A request for sabbatical leave may be denied if the Board cannot secure a satisfactory substitute.
5. The employee must notify the Board on or before **April 1st** of said employee's intent to return the following school year. Upon return, the employee shall resume the remaining portion of the

current contract after deduction of the term of sabbatical leave and shall be assigned to a position for which the employee is certified.

6. At the end of the second year following the return from sabbatical leave, the employee will be advanced to that step on the salary schedule where said employee would have been had the employee worked during the period of leave.

#### I. DISABILITY LEAVE

Upon written request to the Superintendent for a disability leave, the Board will grant an unpaid disability leave not to exceed two (2) years in duration. Such a request shall indicate the expected period of disability which shall be supported by evidence of the disability. The Board may request a physician's statement to indicate the expected period of disability. Nothing in this Section is intended to preclude an involuntary leave in accordance with Section 3319.13 of the ORC.

An employee may request an early termination of disability leave by submitting a request to the Superintendent. The employee will be returned to service if a vacancy or new position exists for which the employee is qualified, or if such return is otherwise authorized by the Superintendent. Upon return at the expiration of or early termination of disability leave, the employee may be requested to present evidence from the employee's physician demonstrating physical or mental ability to resume the duties of employment. The Board may, at its expense, require the employee to submit to examination by a school physician for the purpose of determining the ability to return to work.

Upon return from disability leave the employee will resume the contract status previously held and be assigned to a position for which the employee is qualified.

#### J. JURY DUTY

A bargaining unit employee selected for jury duty shall notify the appropriate immediate supervisor and the Superintendent in ample time so that arrangements for a substitute may be made.

Jury duty leave days will be paid at the employee's regular rate, and jury leave will not be deducted from the employee's sick leave or other benefits. While on jury duty, sick leave and other benefits shall accrue to the employee as if the employee were regularly working. Jury duty compensation must be remitted to the District.

#### K. MILITARY LEAVE

Military leave will be available to bargaining unit employees in accordance with Section 3319.14, Chapter 5903, and Section 5923.05 of the ORC.

#### L. FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any other provision of this Article, a bargaining unit employee may use unpaid family and/or medical leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 as follows:

1. An employee desiring to use leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave if the need for leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice must specify that "Family Leave" will be the type of leave taken.
2. During Family Leave, for up to twelve (12) work weeks and during any twelve (12) month period, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental, and health insurance. The employee must pay the employee portion of the premium for any such insurance to the Treasurer by the 15th of the month prior to

the month in which the employee desires to have the insurance coverage continued. If the employee does not pay, the Board will not be obligated to contribute its share to maintain the coverage.

3. The twelve (12) month period during which up to twelve (12) work weeks of leave may be taken is a rolling period measured backward from when the employee begins the leave.
4. Instead of taking family leave under this Section, an employee may opt to take other forms of unpaid leave under this Article if eligible for the particular leave. However, an employee is not eligible to take unpaid leave under other provisions of this Article if, during the preceding twelve (12) months, the employee has taken family leave under this Section.

## ARTICLE VIII

### PAYROLL PRACTICES AND FRINGE BENEFITS

#### A. PAY PERIODS

Bargaining unit employees will be paid annually in twenty-six (26) equal installments beginning with the latter of the second (2nd) Friday after the last pay from the previous school year or the second (2nd) Friday of the regular school year and on alternate Fridays thereafter.

When Friday falls on a holiday, checks will be delivered on the day before the holiday. When school is not in session, checks will be forwarded by mail, or upon request, held for the employee to pick up at the Treasurer's office.

The parties recognize that, by operation of the calendar, every several years a three-week hiatus between payday's will occur in order to avoid a twenty seventh (27th) pay. When this happens, the Treasurer will notify bargaining unit employees at least sixty (60) days in advance of when the hiatus will occur.

All employees will be paid by direct electronic deposit into an account(s) authorized in writing by the employee. The electronic direct deposit may be temporarily suspended at the request of the employee due to extenuating circumstances.

Individual employee salary/wage notices that would otherwise be required by **July 1<sup>st</sup>** shall not be required in a year in which bargaining for salaries/wages occurs until such time as agreement is reached.

#### B. DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence;
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer;
3. Retirement dues and contributions;
4. Annuities; \*
5. Insurance; \*
6. Charities;\*
7. U.S. Savings Bonds; \*
8. Political Contributions; \*
9. CEA Dues and Assessments.

For the above listed payroll deductions, an authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer. An ordered, legal garnishment of wages does not require permission or sign-off from an employee.

Provisions for the \* marked payroll deductions will be made providing the following criteria are met:

1. At least five (5) individuals must sign a payroll deduction authorization for a particular payroll deduction or, in the case of payroll deduction for insurance and/or annuities, at least five (5) individuals must sign such form authorizing payroll withholding for the same company before such payroll deductions will be provided.
2. All such payroll deduction authorizations must be submitted to the Treasurer on or before the second (2<sup>nd</sup>) paycheck in October and shall remain in effect for the balance of the paychecks for the school year.



Any individual submitting a payroll deduction authorization, as provided herein, shall be permitted to withdraw such authorization once annually or to increase or decrease the amount withheld once annually.

C. PER DIEM RATE DEFINED

1. In computing deductions for certificated employees' absences for which a deduction in pay is made, the basis shall be called the per diem rate, calculated by dividing the number of work days in the adopted school calendar into the salary of the employee.
2. Salaries of certificated employees working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.
3. In computing deductions for absences of classified employees for which a deduction in pay is made, the basis shall be called the per diem rate, calculated as the product of the hourly rate and the number of regularly scheduled hours per day.

D. HIRING BONUS

With respect to any new hire into the bargaining unit and at the discretion of the Superintendent, an annual bonus in addition to the annual salary specified by the appropriate salary schedule for such employee may be authorized. Any such bonus may be renewed or adjusted in amount with respect to the employee's second and/or third year of employment in the District, but will in no event be continued thereafter, without written permission from the Executive Committee of the CEA.

E. SCHOOL CALENDAR

The Superintendent will meet with CEA representatives some time prior to **February 1<sup>st</sup>** of each school year for the purpose of exchanging ideas and expressing concerns with respect to the school calendar for the coming school year. The parties will develop two (2) acceptable calendars.

Unless otherwise mutually agreed, the calendar will incorporate the following:

1. A work year commencing no earlier than **August 16<sup>th</sup>**, with a maximum of one hundred eighty (180) student contact days, two (2) staff work days, and one (1) "scheduled professional development day." Additional flexible staff professional development day(s) may be required of staff as defined in Article IX and X.
2. Except where make-up days may be otherwise scheduled, all regularly scheduled days shall be during the regular work week of Monday through Friday, exclusive of school holidays.
3. Make-up days for instructional day cancellations due to adverse weather or other calamity in excess of the number of hours permitted by Ohio Revised Code.

Two calendars options will be presented to all employees via an online voting platform. The option receiving the greater percentage of votes will be recommended to the Board for approval. It is mutually recognized that the Board has the final right to adopt a school calendar.

F. CALAMITY DAYS/HOURS

In accordance with Sections 3319.08 and 3319.081 of the Ohio Revised Code, respectively, certificated employees and classified employees will receive regular pay for time lost due to a full or partial closure because of hazardous weather, epidemic, or other public calamity.

On school delays and calamity days, the work day for all employees will be determined by the Superintendent. Employees will be provided with written guidance by the Superintendent related to

work time on school delays and school closings. There may be rare instances where weather conditions are extreme, and the Superintendent deems reporting to work unsafe. On such days, the District will be closed at the decision of the Superintendent, and employees will be directed not to report to work.

It is mutually agreed that, if a day or partial day is subsequently made up, the employee will be paid for work on the make-up day only if and to the extent (1) the employee has not already been prepaid for the day (due, for example, to being hired after the calamity day, for which pay without work was made to other employees), or (2) the employee actually worked the calamity day.

#### G. STRS, SERS PICKUP

The Board agrees to "pick-up" STRS or SERS retirement contributions applicable to each individual bargaining unit employee and to structure this pick-up so that it shall be computed as part of the employee's final average salary.

Contributions will be picked-up on the following terms:

1. The employee's annual compensation shall be reduced for purposes of state and federal income tax only by an amount equal to that picked up by the Board.
2. The Board shall compute and remit its required contributions to STRS or SERS based upon earned compensation which includes the picked-up amount.
3. The pick-up shall apply uniformly to all STRS employees and to all SERS employees as a condition of employment.
4. Payment for all benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon gross pay without regard to the picked-up amount.

#### H. INSURANCE PROVISIONS

##### 1. General

For those eligible bargaining unit employees that elect any of the insurance coverages provided herein, the Board shall provide full twelve month coverage commencing with the first day of school (or **September 1st**, whichever is first) and ending twelve (12) months later (or **August 31st**, whichever is last). Insurance shall continue in effect during any paid leave of absence. Employees on any unpaid leave, except unpaid leave under the Federal Family and Medical Leave Act, may choose to continue participation in this insurance coverage by remitting the proper paperwork and the premiums in a timely manner to the COBRA Administrator as designated by the Treasurer. An employee will be deemed to be on unpaid leave in a given month if said employee is on unpaid status for more than one half (1/2) of the regularly scheduled work days for that month. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

##### 2. Plan Options

- a. The Board shall continue to provide the benefits provided by the Van Wert Area Schools Insurance Group (VWASIG) for full-time incumbent certificated and incumbent classified employees under the group plan known in the District as the **PPO Plan**. If the full-time incumbent employee elects to participate in the PPO Plan, the Board shall pay **80%** of the monthly cost, and the employee shall pay **20%** of the monthly cost by payroll deduction for all three years of this collective bargaining agreement.

Notwithstanding the above percentage specifications, if an incumbent full-time employee is legally precluded, due to circumstances over which such employee has no choice or control, from contributing to the high-deductible HSA Plan identified in **Paragraph b** below, it is understood that, during such period of legal preclusion, the employee may participate in the PPO Plan identified in this **Paragraph a** with the Board paying **80%** of the monthly cost and the employee paying the remaining **20%** of the monthly cost. By way of illustration and not limitation, examples of the sorts of circumstances over which an employee has a degree of choice or control include the following: remaining a dependent of another person for income tax purposes; having double non-HDHP (high deductible health plan) coverage through a spouse; electing Social Security benefits triggering Medicare Part A enrollment; and the like.

It is further understood that any newly-hired employee (defined as a new hire whose first scheduled District work day occurs on or after July 1, 2018) who is eligible to participate in insurance benefits under this Section H cannot opt to participate in the PPO Plan at all, but, rather, must choose either to participate in the HSA Plan identified in **Paragraph b** below or choose not to enroll in Board-provided health insurance benefits.

- b. In lieu of receiving benefits under the PPO Plan referred to in **Paragraph a** above, an incumbent bargaining unit employee may opt to participate in the high-deductible health plan known in the District as the **HSA Plan** offered by VWASIG by enrolling in such HSA Plan during the annual November enrollment period, in which case HSA participation will become effective as of **January 1st** following the enrollment period. Participation in the HSA Plan is voluntary for incumbent employees; however, an incumbent employee who opts into the HSA Plan cannot thereafter choose to participate in the PPO Plan referred to in **Paragraph a** above.

When a full-time incumbent employee or a full-time newly-hired employee opts into the HSA Plan, the Board shall pay **90%** of the monthly cost, and the employee shall pay the remaining **10%** by payroll deduction. In addition, the Board will deposit into the participating full-time employee's account the amounts shown below (in the case of part-time employees the deposits are subject to the terms in **Paragraph 4 of this Section H**):

2022-2023 School Year: Family \$1000 plus \$500 match; Single \$500 plus \$250 match  
2023-2024 School Year: Family \$750 plus \$375 match; Single \$375 plus \$188 match  
2024-2025 School Year: Family \$500 plus \$500 match; Single \$250 plus \$250 match

It is understood that each of the "match" amounts specified above represents the maximum matching contribution by the Board on behalf of the employee for that particular school year, and that the Board will make no matching contribution at all on behalf of an employee who, in a particular school year, makes no contributions by payroll deduction into the employee's HSA.

With respect to any particular school year, the Board will make 50% of its non-matching contribution under the above schedule by the end of October or January and the remaining 50% of its non-matching contribution by the end of May. The Board will make its matching contribution for the particular school year, if any is required, in late June (no later than **June 30**) based on the employee's aggregate contributions to the employee's HSA during the immediately preceding twenty-six (26) pays and the completion of employee's work year.

- c. All newly hired employees must elect the High Deductible Health Plan (HDHP).
- d. For full-time certificated and full-time classified staff, the Board shall pay **85%** of the monthly cost of the VWASIG dental plan.

3. Annuity Option

- a. Those full-time employees who elect not to enroll in the insurance program will have \$100.00 per month deposited in an annuity program selected by the Board. Part-time employees shall receive \$50.00 per month, except that a part-time employee regularly scheduled to work fewer than five (5) hours per day will receive \$25.00 per month. Any employee who is already receiving a \$50.00 Board-provided annuity contribution under this annuity program as of the 2017-2018 school year and made no changes to their employment status (i.e. number of contracted hours) shall continue to receive the \$50.00 Board-provided annuity contribution.
- b. An employee whose spouse or parent is also employed by the Board and who receives insurance benefits as a covered dependent under such spouse's or parent's Board-provided insurance is not eligible to participate in this annuity program; provided, however, that this sentence does not apply to such an employee who is already receiving a Board-provided annuity contribution under this annuity program as of the 2017-2018 school year, but will apply to such employee as of the point in the future when the employee is no longer a covered dependent through the Board-employed spouse's or parent's Board-provided insurance.

4. Part-Time Employees

For a part-time certificated employee working four (4) or more hours per day who chooses to participate in the HSA identified in **Paragraph 2, b** above, the Board shall pay 50% of the monthly cost and the Board's school-year HSA deposit on behalf of the employee will likewise be prorated. If a part-time certificated employee has opted to participate in the dental plan referred to in **Paragraph 2, d** above, the Board shall pay 50% of the monthly cost.

For a part-time certificated employee working fewer than four (4) hours per day who chooses to participate in the HSA identified in **Paragraph 2, b** above, the Board shall pay 25% of the monthly cost and the Board's school-year HSA deposit on behalf of the employee will likewise be prorated. If a part-time certificated employee has opted to participate in the dental plan referred to in **Paragraph 2, d** above, the Board shall pay 25% of the monthly cost.

For a part-time classified employee who chooses to participate in the **PPO Plan** identified in **Paragraph 2, a** above, the Board shall pay a portion of the monthly cost as described below:

Greater than 7 hours per day—45%	5 hours, but not more than 7 hours per day—40%
3 hours to fewer than 5 hours per day—35%	Fewer than 3 hours per day—15%

If a part-time classified employee has opted to participate in the **HSA Plan** referred to in **Paragraph 2, b** above, the Board's contribution toward monthly costs will be at the rates shown below and the Board's school-year deposit on behalf of the employee will likewise be prorated using the percentages shown below. If a part-time classified employee has opted to participate in the dental plan referred to in **Paragraph 2, d** above, the Board's contribution toward monthly costs will be at the rates shown below.

Greater than 7 hours per day—50%	5 hours, not more than 7 hours per day—45%
3 hours to fewer than 5 hours per day—40%	Fewer than 3 hours per day—20%

5. Plan Design

The CEA waives any right to bargain over the nature of the coverage or benefits provided by VWASIG.

6. 125 Plan

The Board will implement a flexible spending plan pursuant to Section 125 of the Internal Revenue Code, which is available for any employee who elects to participate.

I. LIFE INSURANCE

1. The Board will purchase from a carrier licensed by the State of Ohio Group Term Life Insurance for each bargaining unit employee equal to \$20,000.00 maximum benefits plus accidental death and dismemberment coverage. The full cost shall be paid by the Board.
2. The Board shall allow individual employees to purchase additional coverage through payroll deductions provided the number of employees electing to take advantage of this provision is adequate to meet the insurer's requirements.

J. SEVERANCE PAY

A bargaining unit employee with a minimum of ten (10) years of accumulated service with the State, any political subdivision, or any combination thereof who elects to retire from service while in the Board's employ shall be paid 25% of the said employee's accumulated and unused sick leave rounded to the nearest whole day.

The rate of pay for all such days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as described above by the number of days of regular required duty.

Retirement means disability or service retirement under STRS or SERS. Nothing in this Section shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Such payment shall be made only once and shall extinguish all accumulated sick leave.

Any employee who otherwise satisfies the requirements of this Section and who dies while in the Board's employ shall be deemed to have terminated employment by means of retirement, and payment of severance pay shall be made in the manner prescribed in Section 2113.04 of the ORC.

If for any reason the school year extends into June, it is understood and agreed that a retiring employee must select **July 1st** as the effective retirement date of said employee unless the employee has selected a date on or before **May 1st** of the retirement year.

K. RETIREMENT NOTICE INCENTIVE

In addition to any severance pay to which a bargaining unit employee may be entitled under Section J of Article VIII, an employee who satisfies the eligibility criteria of this section is entitled to an additional retirement notice incentive equal to ten (10) days severance pay to be paid under the regular severance pay procedures. To be eligible, the employee must give irrevocable written notice of the intent to retire at the end of the said employee's work year to the Superintendent by **February 1st** of that same year.

L. EARLY NOTICE OF LEAVING INCENTIVE

A bargaining unit employee who files irrevocable written notice with the Superintendent on or before **February 1st** of the employee's resignation from all Board employment effective at the end of the employee's work year will receive five (5) days of pay, calculated at the employee's then-current regular daily rate and is independent of any other terms of this Agreement. Payment will be made in a one-time lump sum, less applicable payroll withholdings, by the last scheduled pay date of the employee's contract.

In no event will an employee who receives the retirement incentive identified in Article VIII, Section K of this Agreement be eligible to receive pay under this Section.

M. TUITION REIMBURSEMENT (CERTIFICATED EMPLOYEES)

To encourage the professional growth of its certificated staff, the Board will grant tuition reimbursement to individual employees on the following terms:

1. The Board will allocate a total of \$15,000.00 each school year for this purpose. If this total is not exhausted as to any particular school year, the remaining balance will be carried forward and added to the \$15,000.00 allocation for the following school year. If this total is inadequate to reimburse fully those employees eligible for reimbursement as to a particular school year, reimbursement will be prorated in accordance with **Paragraph 6** below.
2. Reimbursement applies only to graduate-level courses completed at an accredited institution of higher learning. Any such course must also satisfy at least one (1) of the following criteria:
  - a. The course is needed to renew or upgrade a certificate/license the employee must hold in order to keep a current assignment;
  - b. The course directly relates to the employee's teaching area;
  - c. The course has been approved in advance by the Superintendent.
3. The employee must satisfactorily complete the course with a grade of B or higher (P for pass/fail course).
4. Only required tuition and appropriate course-related fees will be reimbursed. The costs of books, supplies, other fees/expenses not deemed appropriate or related to a specific course are not reimbursable under this Section.
5. Appropriate documentation must be submitted to the Superintendent's office on or before **September 15th** as a precondition of reimbursement. Appropriate documentation of course completion is as follows:
  - a. the *Application for Tuition Reimbursement*; and
  - b. an itemized receipt for tuition and appropriate, course-related fees; and
  - c. the transcript(s) or grade report(s).
6. Reimbursement will be made on or before **October 15th** for the immediately preceding school year (defined for this purpose as September 1 through August 31). Prior to distribution, the Treasurer and CEA President will review the proposed distribution for the purpose of minimizing in advance any inadvertent errors in the administration of this Section. If the total reimbursable amount for the preceding school year exceeds the allocation for that year, the allocation will be fully distributed among all eligible employees on a prorated basis. The Treasurer and CEA President will confer in such a case for the purpose of clarifying and confirming the most appropriate and equitable distribution under the particular circumstances. An annual notice will be provided to all certified employees delineating the number of credits and the total applicants.

N. FINGERPRINT/RECORDS CHECK

The Board will reimburse a certificated or classified employee for the actual cost of fingerprinting/records check at the time of initial employment or when renewing a certificate, license, permit or other credential required by the Ohio Department of Education or the Ohio Department of Transportation as a condition of retention of the employee's position. This Section does not apply if the result of a check legally requires that the Board release the employee from employment (if the employee can legally be treated as "rehabilitated" under applicable legal standards, the Board will

reimburse under this Section whether or not the employee is released). Nor does this Section apply if the Department refuses to renew the credential. Nor, finally, does this Section apply, unless otherwise approved in advance by the Superintendent, as to a credential the employee elects to pursue that is not required as a condition of retention in the employee's current position.

This Section will also apply to any bargaining unit employee who holds a permanent teaching certificate.

**ARTICLE IX**  
**WORKING CONDITIONS FOR CERTIFICATED EMPLOYEES**

**Negotiated salary percentage increases for certificated employees include the following:**  
**2022-2023 - 3%    2023-2024 - 3%    2024-2025 - 3%**

**A. SALARY SCHEDULE FOR CERTIFICATED EMPLOYEES**

The salary schedules for certificated employees applicable to each year of this Agreement appear in **Appendix A**. The salary of a part-time certificated teacher and part-time speech/language pathologist will be prorated in relation to the salary paid to a full-time teacher and a full-time speech/language pathologist. The salary of a certified school nurse will be paid on the certified salary schedule using a ninety percent (90%) factor.

The normal contract year for certified employees will commence no earlier than **August 16<sup>th</sup>** and will consist of one hundred eighty-three (183) contract days. New personnel may be required to attend additional orientation sessions, which may occur in the week prior to that required of incumbents. The normal workweek is Monday through Friday.

The following positions are eligible for extended work days outside of the one hundred eighty-three (183) contracted work days established for certificated employees.

Agricultural Education Teacher	60 Days
High School Instrumental Music Teacher	20 Days
Guidance Counselor	20 Days (offered first to most senior)
Guidance Counselor	15 Days
Family Consumer Science Teacher	3 Days
Industrial Technology/Arts/Shop Teacher	2 Days

**B. VERTICAL SALARY SCHEDULE PLACEMENT**

The maximum years of credit for service outside the District shall be ten (10) years, unless the Superintendent, after informing the CEA President, deems it necessary to grant additional years of service credit to fill a vacancy with the best possible candidate. Years of service for salary schedule placement purposes shall be credited according to the following:

1. All years service in the District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract; and/or
2. All years of service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the ORC or in another public school, regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract; and/or
3. All years of service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently becomes chartered operated by the State of Ohio or by a subdivision or other local governmental unit of Ohio as a teacher certified pursuant to Section 3319.22 of the ORC, regardless of training level, with each year consisting of at least one hundred twenty (120) days; and/or
4. Substitute teaching experience as it is recognized by the State Teachers' Retirement System (STRS) and/or substitute teaching experience as it is recognized from another state retirement system as it is part of substitute teaching assignment(s) of at least one hundred and twenty (120) days; and/or



5. All years of active military service in the armed forces of the United States as defined in Section 3307.75 of the ORC to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more counts as a full year.
6. In no event will service credit be given for years of prior experience not disclosed by the employee prior to said employee's date of hire or for years of prior experience while teaching under an internship certificate issued pursuant to Section 3319.28 of the ORC.

#### C. HORIZONTAL SALARY SCHEDULE PLACEMENT

All certificated employees qualifying for advanced horizontal placement on the salary schedule as a result of additional coursework will notify the Superintendent in writing with the appropriate accompanying transcript(s). The Superintendent will review and sign-off on the said employee's request, and then submit the employee's paperwork to the Treasurer.

The first payment for such advancement on the salary schedule shall be calculated from the 1<sup>st</sup> day of the month following submission, except that with respect to any submission on or after **April 1<sup>st</sup>** the calculation will be from the first regularly scheduled work day of the following school year.

#### D. TEACHER PLANNING TIME

Except where delay of the normal start of school due to calamity (fog, snow, loss of heat, flood, etc.) interferes, all employees in grades 6-12 shall be scheduled not less than two hundred (200) minutes of teacher planning time per week. Part-time employees will receive a prorated period consistent with the prorated salary.

Certificated employees in pre-Kindergarten through 5 shall be scheduled for not fewer than two hundred (200) minutes per week for planning time within the employee's work day. Where scheduling will permit, up to a forty (40) minute planning period per day will be provided. Any duty-free recess time shall not be counted.

#### E. HOURS

The length of a school day for certificated employees shall not exceed seven and three-quarter hours (7-3/4). The workday is defined as beginning at 7:30 a.m. and ending at 3:15 p.m. The workday shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period, except where employees agree to waive part or all of the same.

Employees agree to assume additional duties as follows:

1. Attendance at staff meetings of generally not more than one (1) hour duration or more frequent than once a month and scheduled at least one (1) week in advance, except in cases of emergency. Attendance is required unless the absence is approved by the principal in advance. All such meetings shall begin not later than fifteen (15) minutes after student dismissal time, or, if in the morning, not earlier than thirty (30) minutes prior to the arrival of students.
2. Evening hours for parent-teacher conferences may be scheduled.

The parent-teacher conference schedule for any individual employee shall be limited to no more than eight (8) hours. Employees shall not be required to schedule conferences after 8:30 p.m. All conference schedules shall provide for at least one-half (1/2) hour of duty-free time for lunch if conferences are scheduled to begin prior to noon and the same for supper if conferences extend beyond 6:00 p.m.

Employees shall be encouraged, but not be regularly required, to attend or otherwise participate in professional meetings, curriculum development, textbook selection, college course work, in-service programs and/or workshops except where time for such activities is provided during the context of the employee's regular workday or supplemental compensation is provided.

3. When certificated substitute coverage is limited, and it is difficult to find substitute teachers, a district certificated employee is eligible for compensation for duties outside of the regular workday assignment. At the beginning of the school year for each year of the collective bargaining agreement, the building principals will develop a collective list of certificated employees who are willing to give up conference periods or lunch times to assist with classroom or noon supervision coverage for an absent certificated employee in lieu of an available certificated substitute. Certificated substitute coverage will be paid at \$13.00 per hour.

#### F. CLASS SIZE

Every effort will be made to keep the size of instructional classes to reasonable numbers and maintain compliance with consideration to mandated numbers in preschool and special education classrooms.

In the implementation of the District's open enrollment policy as related to Kindergarten through 3, the Board will impose a cutoff as of **June 15th** where it appears that class size will exceed a ratio of 22:1. The Board may impose such a cutoff at a ratio lower than 22:1. It is mutually recognized that class sizes may exceed such ratio because of an influx of residential students and/or the presence of nonresidential students admitted under the open enrollment policy in a prior school year.

#### G. SUPPLEMENTAL CONTRACTS

The list of supplemental positions and salary schedules for supplemental positions for each year of this collective bargaining agreement appear in **Appendix B**.

When a certificated employee becomes a head of a sport, the Board will continue the practice of granting one (1) year of experience credit for each two (2) years served in that sport as an assistant coach or middle school coach. In all other cases, the Board will grant one (1) year of experience credit for each year served in that sport. No years of experience will be given for volunteer coaching.

All supplemental contracts, except for the Sophomore and Junior Class Advisors and the Prom Advisor(s) will be paid in accordance with the 26-pay schedule appearing in **Article IX, Section A** of this collective bargaining agreement. The contracts of the advisors identified in this paragraph will be paid in a lump sum by the last pay period in May.

If a non-certificated person is employed in a supplemental position in accordance with Section 3313.53 of the ORC, it is mutually recognized that the Board may renew such person in the position irrespective of whether a certificated candidate for the position should emerge. In accordance with Section 3319.11 of the ORC, supplemental contracts are automatically non-renewed from year to year. If, however, the Board intends to renew a person in a position, the position shall not be construed as a vacancy for purposes of **Article VI, Section C** of this Agreement.

**ARTICLE X**  
**WORKING CONDITIONS FOR CLASSIFIED EMPLOYEES**

**Negotiated salary percentage increases for classified employees includes the following:**  
**2022-2023 School Year - 4.5%    2023-2024 School Year - 4.5%    2024-2025 School Year - 4.5%**

**A. SALARY SCHEDULES FOR CLASSIFIED EMPLOYEES**

The hourly wage schedules for classified employees applicable to each year of this collective bargaining agreement appear in **Appendix C**.

Any bargaining unit employee may apply for any posted position. Positions will be awarded on the basis of the needs of the District, an employee's credentials, prior work performance, seniority, number of previous transfers, and other relevant factors, including legal requirements.

The normal contract year for classified employees, except custodial employees, will commence no earlier than **August 16** and will consist of one hundred eighty-six (186) contract days inclusive of six (6) paid holidays. New personnel may be required to attend additional orientation sessions which may occur in the week prior to scheduled work days required of returning contracted employees in the same classified placements. The normal work week is Monday through Friday. The normal work day by job classification is as follows:

Paraprofessionals	7 Hours per Day
Secretaries	7 to 8 Hours per Day
Custodians	4 to 8 Hours per Day
Bus Mechanic	6 to 8 Hours per Day
Food Service Cooks	2 to 7 ½ Hours per Day
Bus Drivers	1 ½ to 5 Hours per Day

The following classified positions are eligible for the number of days of extended time as indicated which extends their work calendar outside the normal calendar limits:

Custodians	Extra Days to Total 261 Days
Bus Mechanic	Extra Days to Total 261 Days
Building Secretaries	30 Days
Athletic Department Secretary	10 Days
Guidance Department Secretary	10 Days

All classified employees will sign-off on job descriptions annually via Public School Works.

**B. WAGE SCHEDULE PLACEMENT**

1. The maximum years of service that may be credited to a classified employee is five (5) years unless the Superintendent, after informing the CEA President, deems it necessary to grant additional years of service credit to fill a vacancy with the best possible candidate. In no event will credit be given for years of prior experience not disclosed by the employee prior to the date of hire. To receive a year of credit for prior service, the employee must submit satisfactory evidence to the Superintendent that the employee worked in a functionally equivalent job on a full-time basis for a full year.
2. A classified employee who moves from a job classification to another classification will be placed at the beginning vertical step of the wage schedule applicable to the new classification unless the employee has prior years of experience in the new classification or a functionally equivalent job. An employee with prior years of experience will receive vertical placement credit for all such years as a District employee and all such years worked for another employer; however, years worked for

another employer will be counted only up to the point that total years of vertical placement credit in the new classification (combining both years of prior experience in the District and years of prior experience outside the District) do not exceed five (5) years.

3. All years of active military service in the armed forces of the United States will be credited up to a maximum of five (5) years. It is understood that any classified employee hired prior to July 1, 2022 is exempt from this clause provision. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more counts as a full year.

#### C. PROVISIONS APPLICABLE TO BUS DRIVERS - BUS ROUTES

To the extent possible, bus routes will be equalized according to the following criteria:

1. The number of pupils;
2. Capacity of the bus;
3. Total length of time required to complete the bus route.

Shuttle runs are regularly scheduled bus routes that occur during the school day from one (1) educational facility to another educational facility. Shuttle runs will be paid at the driver's regular hourly rate based upon a daily shuttle route of two hours per day.

#### D. PROVISIONS APPLICABLE TO BUS DRIVERS - FIELD TRIPS AND EXTRA-CURRICULAR BUS TRIPS

Administratively-approved field trips and extracurricular trips will be forwarded to the Transportation Department for bus driver assignment. An athletic team or sponsoring activity will have an opportunity to provide a coach or other volunteer to drive the bus for the field trip or extra-curricular bus trip (at a pre-approved reduced rate or for free), but will not be required to do so.

1. Except in cases of emergency, available field trips and extra-curricular trips will be posted and made available to all contracted bus drivers at least five (5) days in advance. The trips will be posted by sports season and will be awarded on a rotating seniority basis of all drivers responding to the postings as long as it does not conflict with contracted duties. Available trip bids will be provided to contracted drivers via digital means (email or text), or as requested by a bus driver, a traditional paper copy.
2. If no contracted bus drivers respond to a field trip or extra-curricular trip posting, then bus and van drivers whose names are listed on the Substitute Bus Drivers list may be asked to drive the extra-curricular trip. If no substitute bus or van driver is available, a willing contracted bus driver(s) may be assigned to cover the trip(s). In no event will the driver assigned an extra-curricular trip be paid less than said driver's contracted hourly rate.
2. Bus drivers will be compensated for time pre-tripping the school bus, driving to and from the activity as well as actual time at the activity. The bus driver's cost of admission, if any, to an event will be paid by the sponsoring activity.
3. If the field trip or extra-curricular trip is overnight, the cost of meals up to \$20.00 per day and lodging in connection be provided and paid by the sponsoring activity. On overnight trips, the maximum number of hours that a bus driver can drive in one twenty-four (24 ) hour period is ten (10) hours; as such, the bus driver will be paid for ten (10) hours. Break times should be planned as a part of the ten (10) hours.
4. Bus drivers, and in some instances van drivers, are not required to serve as chaperones for students on field trips or extra-curricular trips.
5. Transportation General Provisions:

- a. All field trips and extra-curricular trips will be paid at the supplemental bus trip rate specified in **Appendix C** of this Agreement. A minimum of two (2) hours will be paid to the assigned trip driver even if such trip is canceled, when such cancellation occurs within one (1) hour of the scheduled departure time, and the driver cannot be notified prior to arrival to drive the field trip or extra-curricular trip.
- b. The Transportation Supervisor (or designee) will keep a record of all field trips and extra-curricular trips. Such record(s) will be made available to a CEA representative upon request.
- c. Upon request, the District will provide a copy of the state-adopted bus drivers' operation manual to each full-time, part-time, or substitute driver.
- d. A list of children with special medical problems that may require immediate medical attention will be provided to bus drivers. Appropriate medical emergency training will be offered to those bus drivers required to transport such children so as to enable the driver to reasonably handle such emergencies.

E. OVERTIME

- 1. Nothing in this Section is a guarantee of overtime.
- 2. The normal work week for overtime purposes shall consist of forty (40) hours of work, exclusive of lunch periods, within the work week, which begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday.
- 3. Overtime at the rate of one and one-half (1½) times the employee's regular hourly rate will be paid for any hours worked in excess of forty (40) in a work week. Overtime must be authorized in advance by the Superintendent. For the purposes of this section, paid holiday hours will be considered as worked hours. Paid vacation and any paid leave hours will be treated as non-worked hours.
- 4. All employees must complete a timesheet to be paid and to be eligible for overtime pay.

F. HOLIDAYS AND VACATION

- 1. All employees shall receive the following holidays:

Labor Day	Thanksgiving	Christmas
New Year's Day	Martin Luther King, Jr. Day	Memorial Day

Twelve-month (12) employees shall also receive the following holidays:

Fourth of July	Day after Thanksgiving	Christmas Eve
Good Friday	Juneteenth	

- 2. All twelve (12) month full-time employees shall be granted vacation with pay each school year according to the following:

During the 1st year of service	2 weeks	1 year or more of service	2 weeks
10 years or more of service	3 weeks	20 years or more of service	4 weeks

- 3. All twelve (12) month part time employees who work up to seven and one-half (7 ½) hours per day shall be granted vacation with pay each school year according to the following:

During the 1 <sup>st</sup> year of service	—1 week	1 year or more of service	—1 week
10 years or more of service	—2 weeks		

4. If an employee is hired after **July 1<sup>st</sup>**, vacation during the first year of service will be prorated. Only years of service as a full-time regular twelve-month Board employee shall count towards years of service for the purpose of vacation. To receive credit for the year, the employee must be on paid status for at least one hundred twenty (120) days during that year. All current employees shall receive vacation pay at the rate established at present contracted rate, but only years of service as a full-time regular twelve-month Board employee will be counted towards years of service for advancing to the next level of vacation time.
5. Vacation days must be scheduled at least five (5) days in advance with the Superintendent unless an emergency situation is presented to the Superintendent.

G. PROVISIONS APPLICABLE TO COOKS

1. A one-half ( $\frac{1}{2}$ ) hour paid, duty-free meal period will be included within a cook's normal work day.
2. Pay outside the normal workday for work in connection with receptions or banquets will be at the hourly rate of seventeen dollars (\$17.00). With respect to a banquet, an employee who performs such work will be guaranteed a minimum of two (2) hours pay. Work in connection with these receptions or banquets will be offered to all cooks on a rotating basis. The jobs will be posted as soon as the Supervisor becomes aware of them. The first banquet of the school year will be posted with the top seniority person at the top of the list and the lowest seniority person at the bottom of the list. Everyone will have the opportunity to volunteer for each listing. If there are no volunteers, and after the Supervisor tries to find a substitute to work, the bottom worker(s) listed for that banquet will have to work. The list will be rotated after each banquet or reception.
3. Any person dealing with the preparation or serving of food will be required to follow the guidelines established by the Van Wert County Health Department.

H. PROVISIONS APPLICABLE TO CUSTODIANS

1. Whenever an appropriate supervisor for emergency conditions calls in a custodian, the said employee will be paid time and one-half ( $\frac{1}{2}$ ) of the regular hourly rate for all hours worked. This rate of pay applies only to emergency conditions.
2. Whenever an appropriate supervisor calls in a custodian after 10:00 p.m. due to a fire alarm, the said custodian will be paid for a minimum of one-hour of work and will be paid time and one-half ( $\frac{1}{2}$ ) of said custodian's regular hourly rate for all hours worked.
3. In addition to their scheduled thirty-minute meal period, full-time custodians will receive two (2) fifteen-minute breaks over the course of the work day. It is mutually understood and agreed that custodians will be available to handle emergencies during all break periods, and that break times may need to be adjusted in order to accommodate the need for custodial service during emergency circumstances.
4. The Board will pay for the number of work days on a custodial calendar up to 261; years that contain 262 days will result in a floating holiday to be scheduled subject to the approval of the Superintendent and may not be taken on student contact days.

**ARTICLE XI**  
**SAFETY AND HEALTH**

- A. Before exercising any right under Section 4167.06 of the ORC, a bargaining unit member must contact said employee's immediate supervisor and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to Section 4167.06 (B) of the ORC, the employee must exhaust the procedure set forth in **Section C of this Article**.
  
- B. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this Agreement to assert such a claim. The grievance procedure shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. Any such grievance must be filed in writing at Step 11 with the Superintendent within five (5) days of the occurrence of the act or event on which the grievance is based.
  
- C. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the CEA nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the ORC until the following procedure has been exhausted.
  - 1. An employee or CEA representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor, within two (2) work days of the occurrence of the alleged violation.
  
  - 2. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or CEA representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the supervisor. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or designee) will meet with the employee or CEA representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

**ARTICLE XII  
OTHER PROVISIONS**

**A. ORC 3302.10 ACKNOWLEDGMENT**

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.

**B. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, or is deemed by both parties to be contrary to law, such provision shall be void. However, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to bargain with respect to necessary change.


**C. AMENDMENT**

This Agreement may be amended only by consent of both parties.

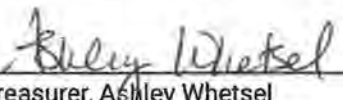
**D. DURATION**

This Agreement shall be effective from July 1, 2022 to and including June 30, 2025.

For the Board

  
\_\_\_\_\_  
President, John Auld  
Crestview Local Schools Board of Education

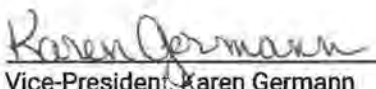
  
\_\_\_\_\_  
Superintendent, Kathy Mollenkopf  
Crestview Local Schools

  
\_\_\_\_\_  
Treasurer, Ashley Whetsel  
Crestview Local Schools

For the Association

  
\_\_\_\_\_  
President, James Lautzenheiser  
Crestview Employees' Association

  
\_\_\_\_\_  
Negotiations Chairperson, Jared Owens  
Crestview Employees' Association

  
\_\_\_\_\_  
Vice-President, Karen Germann  
Crestview Employees' Association

Date 4-18-22