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# **AGREEMENT**

**BETWEEN**

**OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
CHAPTER #517  
AFFILIATED WITH  
AFSCME AND THE AFL-CIO**

**AND**

**CLEARVIEW LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2023 TO JUNE 30, 2026**

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**ARTICLE 1**  
**TERMS**

The terms and conditions of this Agreement are effective for the period commencing July 1, 2023, and terminating June 30, 2026.

**ARTICLE 2**  
**RECOGNITION**

1. The Board of Education of the Clearview Local School District (“Board”) hereby recognizes the Ohio Association of Public School Employees on behalf of Chapter #517, affiliated with AFSCME and the AFL-CIO, (“OAPSE”) as the sole and exclusive bargaining representative for all regularly scheduled nonteaching employees.
2. The bargaining unit includes all full-time and regular short-hour employees who are regularly assigned to work a schedule in the following areas of work.
  - A. Secretarial-Clerical Employees
  - B. Educationally Related Personnel
  - C. Cafeteria Personnel
  - D. Transportation Personnel
  - E. Custodial-Maintenance Personnel

For the purpose of this Agreement, any new position not specifically included shall be classified as part of the bargaining unit only with the mutual consent of the Board and OAPSE. Disputes over classification shall be resolved through the grievance process. Substitutes are not considered part of the bargaining unit and shall have no rights and/or obligations under this document.

3. For the purpose of this Agreement the following are excluded from the bargaining unit:
  - A. Supervisory Personnel
  - B. Administrative Personnel
  - C. Treasurer, Assistant Treasurer, Payroll Manager
  - D. Supervisor of Building and Grounds
  - E. Superintendent’s Secretary
  - F. Cafeteria Supervisor
  - G. Transportation Supervisor
  - H. Temporary substitutes as needed, students, casual and seasonal employees
  - I. Secretary/EMIS Coordinator
  - J. Assistant Secretary to the Superintendent
  - K. Federal, State, Local Grants Coordinator

Supervisory and Administrative Personnel shall be defined as any person acting in a management or executive capacity who is directly responsible for the administration and

management of the school system, a department thereof, a building, or classification. They shall be directly responsible to the Board and the Superintendent for the daily operation of such a department, building or classification with the right to direct the actions of all regular employees working under their supervision.

4. The recognition of OAPSE shall remain in effect for the term of the Agreement until changed as provided by the provisions of Ohio Revised Code (“O.R.C.”) 4117.07.

### **ARTICLE 3** **PRINCIPLES**

1. Full-time or regular short-term non-teaching personnel have the right to join in, participate in and assist OAPSE and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
2. The Board and OAPSE shall comply with all applicable laws and regulations of the State of Ohio.

### **ARTICLE 4** **RIGHTS OF THE PARTIES**

#### **1. Management Rights**

Unless specifically agreed otherwise in this Agreement, any and all rights concerned with the management of the School District are the exclusive and sole responsibility of the Board, including:

- (1) Determine matters of inherent managerial policy, which include, but are not limited to areas stated in O.R.C. 4117.08, discretion or policy, the functions and programs of the school district, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of school district operations;
- (4) Determine the overall method, process, means, or personnel by which school district operations are to be conducted;
- (5) Suspend, discipline, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall missions of the school district as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the school district as a governmental unit.

## 2. **Association (Chapter) Rights**

OAPSE has the following rights in addition to the rights contained in any other portion of this Agreement:

- A. The OAPSE Field Representatives has the right of access at reasonable times to areas in which employees work.
- B. The right to use for union business, without charge, Board bulletin boards, mailboxes and the use of the school mail system and other means of communication for the posting or transmission of information or notices concerning OAPSE matters. The right to use copying machines and materials for union business at the prevailing cost to non-instructional groups as determined by the Board.
- C. The right to use for union business, without charge, facilities and buildings at reasonable times upon submission of building request forms.
- D. The right to review employees' personnel files and any other public records dealing with employees when accompanied by the employee(s).
- E. Copies of complete hire lists containing the seniority and hire dates of all bargaining unit employees effective on the ratification of this Agreement by the parties and to be updated by request to the OAPSE President. The roster shall indicate the employees' present classification and primary job site.
- F. The Board will provide the OAPSE President and OAPSE Treasurer with electronic copies of any Board Agenda, Board Minutes, monthly financial reports, and other materials produced by the School District necessary for OAPSE to fulfill its role as the exclusive bargaining representative within ten (10) working days upon request.
- G. The right to review all public records in the possession of or produced by the School District necessary for OAPSE to fulfill its role as the exclusive bargaining representative.
- H. The right to release time for all employees who are members of OAPSE to attend regular chapter meetings and special business meetings such as, but not limited to, ratification meetings when such meetings might conflict with their regular hours of employment. The employee must make up such time before the end of the work week, or at such other time as may be agreed upon with the Superintendent or his/her designee.

- I. The right of release time for OAPSE Chapter Delegates (2) to attend the OAPSE Annual Conference with no loss of time or pay for up to three (3) days for each delegate.
- J. The right to conduct orientation sessions on this Agreement, if possible, during the regular work hours but not limited to them.
- K. A bargaining unit member may utilize school facilities and buildings at fifty percent (50%) of the Board-adopted community rental rates (see Board Policy KG-E); however, the bargaining unit member must directly participate in the building use in order to qualify for the reduced rental fee.
- L. The Superintendent will notify the OAPSE President when the Board hires a new employee in a bargaining unit position.
- M. The Board will provide the OAPSE President with an updated seniority list by October 1 and March 1 annually.

3. **Restrictions on “Outside” Negotiations and Agreements**

The Board shall refrain from negotiating and/or entering into agreements, concerning matters pertaining to the wages, hours, and terms and conditions of employment for bargaining unit members, with any employee organization other than OAPSE during the life of this Agreement. The Board shall further not permit any other employee organization other than OAPSE to represent bargaining unit employees except as authorized by O.R.C. Chapter 4117.

4. **Distribution of Contract**

Within thirty (30) days of ratification of this Agreement by the parties the Board shall provide an electronic copy of the Agreement to every present or new employee in the bargaining unit for the duration of the Agreement. Every employee in the bargaining unit shall be provided electronically a copy of any written changes agreed to by the parties to this Agreement during the life of the Agreement. If a bargaining unit member wants a hard copy of the Agreement, the employee may pick-up a copy at the Board Office at no charge.

**ARTICLE 5**  
**NEGOTIATIONS**

1. **Procedures for Conducting Negotiations**

- A. Negotiating Teams: The Board, or the designated representatives of the Board, will meet with representatives designated by OAPSE for the purpose of discussing and reaching agreements. All negotiations shall be conducted

exclusively between said teams. The Board's negotiating team and OAPSE's negotiating team will be limited to no more than five (5) members and one (1) chief spokesperson. Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by OAPSE and adoption by the Board, the negotiation teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties' negotiating teams.

- B. Up to three (3) consultants may be used by each party in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Necessary clerical assistance may be provided, if both parties agree, and if such is the case the cost will be shared equally by the Board and OAPSE.

## 2. **Exchange of Information**

Prior to and during the period of negotiations or impasse, the Board and OAPSE agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

## 3. **Request for Meeting**

Upon receipt of a written request for a meeting either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall not be made earlier than seventy-five (75) days prior to the expiration of the Agreement. All days referred to in this section shall be work days.

## 4. **Submission of Issues**

An initial meeting will be held at which the parties will submit in writing their complete proposals, and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Matters to be negotiated include wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the Agreement.

Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. The proposals shall be identified as new matter or revisions of existing proposals.



5. **Negotiation Procedures**

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the meeting and times and places of the following meetings shall be agreed upon at the beginning of the previous session.

Negotiations will not continue beyond June 30th unless mutually agreed upon. If negotiations are not continued beyond the June 30<sup>th</sup> deadline, they will begin the first school day unless mutually agreed to start before.

6. **Caucus**

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party not more than sixty (60) minutes within which to caucus in private.

7. **Progress Reports**

During negotiations, interim reports may be made to the OAPSE membership by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

8. **News Release**

News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to time and content of the release.

9. **Protocol**

No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

10. **Item Agreement**

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to final ratification by the membership of the Association and adoption by the Board.

11. **Agreement**

When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form it shall become a contract and thus

be binding on both parties. Said agreement shall be signed by the Board's representatives and by OAPSE's representatives. When approved by the OAPSE membership and adopted by the Board, the Agreement shall become binding on all parties.

**12. Disagreement / Mediation**

- A. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after the positions of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by the parties.
- D. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service ("FMCS").
- E. The assigned Mediator has the authority to recommend but not to bind either party to any agreements.
- F. Any cost of the mediator shall be borne equally by both parties.
- G. The parties agree that the aforementioned Mediation shall supersede all other dispute settlement procedures contained in O.R.C. 4117.14.

**13. Intent to Recommend**

Prior to the negotiated Agreement being presented to the Association and to the Board, the majority of both negotiation teams shall pledge to recommend adoption of the tentative agreement.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**1. General Provisions**

A grievance is defined as an alleged violation of a specific article of this Agreement. If any such grievance shall arise, there shall be no stoppage or suspension of work or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure. Board policy is not grievable.

Mandatory subjects of bargaining under O.R.C. Chapter 4117 specifically identified by the express written terms of this Agreement are grievable.

## 2. **Grievance Procedure**

Step 1. Any bargaining unit employee having a grievance shall schedule a meeting to discuss such grievance with his/her immediate supervisor within ten (10) days from date of the incident giving rise to the grievance or when the employee reasonably should have known of the incident. Within five (5) days of the meeting, the immediate supervisor will notify the bargaining unit member in writing of whether his/her grievance is granted or denied.

Step 2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the grievant (i.e., the grievance is denied), within five (5) days, from the date the immediate supervisor notified the bargaining unit member that his/her grievance is denied, he/she shall set forth his/her complaint in writing, using Appendix B, to the appropriate supervisor. The supervisor shall communicate his/her decision to the grievant in writing within five (5) days of receipt of the written complaint. A copy of the grievance and the supervisor's decision shall be given to the Grievance Committee.

Step 3. The grievant may appeal the supervisor's decision to the Superintendent within five (5) days from receipt of the written response. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties, and shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) days. The Superintendent shall communicate his/her decision in writing along with supporting reasons to the grievant, OAPSE President, and the supervisor within five (5) days of receipt of the appeal.

Step 4. If the grievance still is not resolved to the grievant's satisfaction, the Association may appeal such disposition to arbitration by submitting a demand for arbitration to the Board Treasurer within twenty (20) days of receipt of the Superintendent's written disposition of the grievance. A copy of such demand shall be given to the Superintendent. The moving party shall request arbitration services and a date by contacting in writing the American Arbitration Association with a copy of such request mailed to the Superintendent. The Board/Administration shall automatically join in such request. The Arbitrator shall be selected from a list supplied by the American Arbitration Association. The arbitration shall be conducted in accordance with the voluntary Rules and Regulations of the American Arbitration Association. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case.

## 3. **Grievance Forms**

A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. Such forms must provide for identifying the

alleged violation and shall include a description of the grievant's contention and the relief requested.

The Board shall provide, with the approval of OAPSE, a grievance form to be used by all employees. (Appendix B).

- B. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor or OAPSE representative.
- C. Time Limits. Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of the parties at each step. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. Failure of the Administration to adhere to the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event that caused the time period to begin.

Unless otherwise indicated, "day" shall mean working day (i.e., any day the central office is open for business).

#### 4. **Power of Arbitrator**

- A. The Arbitrator is charged with conducting an impartial hearing and empowered, except as limited below, to issue a binding decision in case of alleged violations outlined in Article 6, Section 1 of this Agreement.
- B. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.
- C. The Arbitrator shall have no power to establish salary schedules or change salary schedules.
- D. The Arbitrator shall have no power to decide any questions that, under this Agreement, are solely within the responsibility of management to decide. In rendering a decision, the Arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.
- E. In the event a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to OAPSE, with notification to the Administration without decision or recommendation on its merits.
- F. The decision of the arbitrator shall be **binding** on all parties.

- G. Three-quarters of the fees and expenses of the arbitrator shall be paid by the losing party and one-quarter by the prevailing party. The arbitrator shall designate the losing and prevailing party as part of his/her decision. Any other expenses resulting from the grievance arbitration shall be borne by the party(s) incurring them and neither party shall be responsible for the expense of witnesses, except where it is mutually agreed because the hearing is during a witness's regular hours of employment. If a party cancels or postpones the arbitration hearing without sufficient time to avoid the arbitrator's late cancellation fee, the late cancellation fee shall be paid by the party canceling or postponing the hearing unless there is mutual agreement to share the costs.

5. **Election of Remedies**

Any employee who pursues a grievance to arbitration shall be precluded from seeking relief on the same matter in court.

**ARTICLE 7**  
**CONFLICT OF LAW**

Any provision of this Agreement determined by a court of competent jurisdiction to be in conflict with state or federal law shall be null and void and in no further force or effect.

**ARTICLE 8**  
**ADMINISTRATION MEETINGS**

The Board agrees that all employees required to attend any meeting held other than during the employees' regular scheduled workday shall be paid at their applicable rate. If an employee attends a meeting voluntarily and knows in advance that he/she will not receive pay, he/she is permitted to do so upon scheduling with his/her immediate supervisor.

**ARTICLE 9**  
**OAPSE WORKSHOPS**

Any employee covered by this Agreement may apply for Professional Growth leave to attend meetings for professional improvement. Such application is subject to approval by the employee's immediate supervisor and the Superintendent. The employee must record his/her request for / use of Professional Growth Leave through the District's automated online absence management system (e.g., Aesop).

**ARTICLE 10**  
**LABOR MANAGEMENT COMMITTEE**

1. The Board or its designated representative and OAPSE or its designated representative agree to meet and discuss matters of contract application, safety, and other issues pertaining to the working situation but not included in this Agreement.
2. Such meetings shall be held upon request. Requests for meetings shall be made at least ten (10) days before a proposed meeting date; along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at agreed to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting.
3. A meeting may be called by the Association or its designee or by the administration for the purpose of sharing or solving problems not covered by the Agreement.

**ARTICLE 11**  
**HEALTH AND SAFETY**

1. The Board agrees to:
  - A. Provide a safe and secure workplace.
  - B. Provide training on all new equipment purchased for any job site.
  - C. Provide the OAPSE President with a copy of all OAPSE Bargaining Unit Workers Compensation claim forms.
  - D. Provide safety protection for all employees.

In the event a safety dispute cannot be resolved at a labor-management meeting, then the Board agrees to investigate the safety problem utilizing the services of the Workers' Compensation Oversight Commission, through the Administrator of the Bureau of Workers' Compensation. OAPSE will be notified of the results of any such investigations.

2. The Board shall provide adequate restroom and rest facilities in accordance with State OSHA guidelines.

**ARTICLE 12**  
**JOB DESCRIPTIONS**

1. Upon employment, the Board will provide employees with a copy of their job description. Thereafter, employees shall be furnished with a copy of their job description upon request at the central office. In addition, the job descriptions will be available on the District's website.

2. Prior to any changes in any job description covered under this Agreement the OAPSE President shall be notified of the anticipated changes and the effective date of such changes.
3. All job descriptions will be reviewed, as necessary.

**ARTICLE 13**  
**EVALUATIONS AND PERSONNEL FILES**

**1. Evaluations**

- A. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made without knowledge of the facts by the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made by the evaluator. The employee and the evaluator shall be directly responsible to the Board and the Superintendent for any program of rehabilitation and its implementation. The employee shall retain the right to review and respond to any evaluation as per 2.B. below in this Article.
- B. An annual evaluation shall be completed for each employee no later than the final student day. The evaluator will review the evaluation with the employee who will sign it prior to the evaluation being placed in the employee's personnel file. If an employee refuses to sign the evaluation, a witness will sign indicating that the evaluation was reviewed with the employee.
- C. Bargaining unit members will be notified annually of who their evaluator is no later than September 30.

**2. Personnel Files**

- A. No adverse action shall be taken against an employee based upon materials that are not in his/her personnel files. Such files shall be maintained at the Board's central administrative office. Any other file kept by any administrator or supervisor shall not contain any material, other than anecdotal notes, that is not in the main personnel file.
- B. All employees shall be shown and provided with a copy of any and all evaluative written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to sign and date such material and to prepare a written response to such material; the employee's written response shall be attached to the material and become a part of the permanent file.

- C. Any employee shall have the right during regular office hours, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records that were obtained prior to the employment of the employee involved, provided the employee does not remove any document from the file.
  - D. Annuities and medical documentation are not subject to public inspection and shall not be included with the file documents to be reviewed by anyone other than the employee's immediate supervisor, employees in Board's administrative offices, or Board counsel.
  - E. Evaluations and material of a derogatory nature (i.e., reprimands or other disciplinary actions, letters of complaint, etc.) shall not be placed in an employee's file until the employee has seen the document(s), signed the document (or been given the opportunity to sign the document), and been given an opportunity to respond to the document.
  - F. Any reprimand materials may be removed from the employee's personnel file and destroyed after remaining in the file for a period of twenty-four (24) months if mutually agreed to between the employee and a representative of the Board and provided there are no additional reprimands for the same offense. Reprimands involving sexual harassment/discrimination, drug offenses, or abuse of a child shall be maintained indefinitely in the employee's personnel file.
3. OAPSE members shall have the right to use the grievance procedure provided in this Agreement for resolving any disputes arising under this Article.

**ARTICLE 14**  
**DISCIPLINE PROCEDURE**

- 1. Disciplinary action may be imposed for violation of written rules and regulations as set forth by the Board, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, nonfeasance, any other failure of good behavior, or conviction of a felony.
- 2. No employee shall be disciplined without first having had the opportunity for a hearing, if the employee so requests, with an OAPSE representative of his/her choice present. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his/her rights to OAPSE representation. The employee must be given the opportunity to sign the statement acknowledging receipt of the statement and date received.

Under emergency conditions as determined by the supervisor (including, but not limited to, health and/or safety of the employee or other employees; blatant insubordination; or



refusal to work), the supervisor may immediately suspend an employee without pay for a period of up to three (3) work days without the formal hearing described above. An opportunity for a formal hearing with the supervisor must be provided within the suspension period.

Failure to provide an opportunity for a hearing during the suspension period shall preclude the right of further discipline for the offense causing the initial suspension. Emergency suspensions will not be subject to Section 6 of this Article.

3. Disciplinary action of less than discharge should generally be progressive and corrective in nature.
  - A. Disciplinary actions shall be grievable. This Section shall supersede existing state law governing termination of employment (O.R.C. 3319.081).
  - B. In determining progressive and corrective action, just cause shall be construed and limited to the nature and seriousness of the offense, the effect the alleged conduct has on the Board's operation, the discipline or lack thereof used in other similar situations known to the Board, and the appropriateness of the proposed penalty in view of the record and length of service of the charged employee. The enumeration of these factors is not intended to preclude either the exercise of good and sound business judgment or to minimize the importance of an employee's property interest in his job.

#### 4. **Guidelines for Progressive Discipline**

***Step 1 – Warning*** While a warning may be originally communicated orally to the employee, all warnings must be memorialized in writing and placed in the immediate supervisor's file, with a copy to the employee and personnel file.

***Step 2 – Reprimand*** Written reprimand to the immediate supervisor, the personnel file, and a copy to the employee.

***Step 3 – Suspension*** Penalty of one (1) to three (3) days suspension with loss of pay may be given with the approval of the Superintendent. Written copy of the suspension to the immediate supervisor, personnel file, the employee, and OAPSE President.

***Step 4 – Suspension*** Penalty of three (3) to fifteen (15) days suspension with loss of pay may be given; all suspensions and/or loss of pay must be with prior Superintendent's approval. Written copy of the suspension to the immediate supervisor, personnel file, the employee, and OAPSE President.

### ***Step 5 – Termination of Employment Contract***

Termination shall be by the Board.

Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any step.

5. The employee's personnel file shall not include any record of discipline action, except as specified below, taken longer than the past twenty-four (24) months, provided no other similar infraction occurs during those twenty-four (24) months. Disciplinary action involving sexual harassment/discrimination, drug offenses or abuse of a child shall be maintained indefinitely in the employee's personnel file.
6. The employee may grieve any disciplinary action directly to Step 3 of the grievance procedure. An employee, however, may not appeal the Superintendent's Step 3 decision to Step 4 (Arbitration) for a grievance concerning a Step 1 (Warning) or Step 2 (Reprimand) disciplinary action.
7. If the matter is not satisfactorily resolved at Step 3 of the grievance procedure, the employee may proceed to **Binding Arbitration**.
8. The penalty proposed shall not be implemented until the employee has exhausted his/her rights under Article 6, Step 3 (Superintendent's Level).
9. A disciplinary grievance may be settled at any time following the serving of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the OAPSE representative(s) of his/her choice review the proposed settlement before approving the settlement in writing.

### **ARTICLE 15** **ASSAULT LEAVE**

1. "Assault" means the causing of physical harm to a bargaining unit member by any person when such employee charges such person with an offense prohibited by Ohio Revised Code Chapter 29.
2. Pursuant to and in accordance with O.R.C. Section 3319.143, assault leave shall be granted to an employee who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault that is clearly unprovoked; and (2) files criminal charges against his/her assailant as soon as he/she is physically able. An employee is not required to file criminal charges against a minor assailant. Said leave shall not be charged against sick leave earned under O.R.C. Section 3319.141. Said employee shall be granted the aforementioned assault leave and shall be

maintained on full pay status during such absence, up to a maximum of thirty (30) school days. If court action results, said employee shall be granted leave of his/her professional duties to attend the court proceedings and/or give testimony at it, and no deductions will be made from his/her sick leave.

3. An employee shall be granted assault leave according to the following rules:
  - A. The incident resulting in the employee's absence must have occurred during his/her course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.
  - B. Upon notice to the Building Principal or immediate supervisor that an assault upon an employee has occurred, the employee having information relating to such assault shall, as soon as possible, prepare a written statement detailing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the Building Principal or immediate supervisor. The employee must also agree to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker.
  - C. To qualify for assault leave the employee shall furnish a certificate from a licensed physician, stating the nature of the physical disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave.
  - D. An employee shall not qualify for payment of assault leave until all documents, including any requested physician's statement, have been submitted to the Superintendent.
  - E. Employees cannot accrue assault leave.
  - F. Assault leave shall be paid at the assaulted employee's rate of pay in effect at the time of the assault.
  - G. Payment under this Section shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under O.R.C. Chapter 4123 ("Workers' Compensation").
  - H. An employee must record his/her request for / use of Assault Leave through the District's automated online absence management system (e.g., Aesop).

**ARTICLE 16**  
**TRAVEL ALLOWANCE**

Any employee required to use his/her vehicle as requested by District officials on Board business shall be reimbursed in accordance with the IRS-approved rate for all miles driven on behalf of the Board. This shall also include mileage necessary to return to the employee's normal job site after completion of Board business.

**ARTICLE 17**  
**REPORT PAY**

In the event an employee is requested to report for other than his/her normal schedule, he/she shall be paid at least two hours (2) pay.

**ARTICLE 18**  
**CALAMITY DAYS**

1. All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic, pandemic, or other public calamity such as, but not limited to, severe weather conditions (O.R.C. 3319.081(G)).
2. Any employee who performs work for the Board on such days shall be paid, in addition to the calamity pay specified in Paragraph 1, for all hours worked at a rate of time and one-half. There will be no pyramiding of hours. Upon mutual agreement between the employee and the Superintendent, the employee may take compensatory time off at his/her regular rate of pay in lieu of other compensation.

Every attempt will be made to contact employees in advance of the closing of school.

3. Up to one (1) calamity day per week shall be counted as a day worked for the purpose of determining an employee's eligibility for overtime.
4. If the District has to make up calamity days at the end of the school year in order to meet the statutorily mandated minimum number of school hours for the school year, employees whose contracts would have otherwise ended but for the make-up days have to report to work on all such make-up days but will not be paid for those days unless they work beyond their regular schedule on those days because they already were paid for the original calamity day pursuant to Paragraph 1 above. This restriction on payment does not apply to 260-days employees.

**ARTICLE 19**  
**PHYSICAL EXAMINATIONS**

1. If an employee is required by the Board to have a physical examination then the Board will pay the complete cost of that physical provided it is given by a doctor appointed by the school system and is not covered by health insurance. If not fully covered by health insurance, the Board shall be responsible for the difference. If an employee wishes to have the physical given by his/her own physician, the Board will contribute an amount equal to the cost of the Board's physician.
2. If the Board elects to obtain a second medical opinion after the employee's physician files the results of the medical examination with the Board, the Board shall pay the cost of the second opinion physician of its choice. If the results of the second opinion conflict with the first medical examination and the employee disagrees with the results of the second opinion, then the employee shall submit to a third examination to a mutually agreed upon physician with the Board and employee equally sharing the costs and the results of third examination will be binding on both parties. This provision does not apply to FMLA leave.

**ARTICLE 20**  
**HOURS OF WORK**

1. Unless a nonteaching employee is subject to a reduction-in-force pursuant to O.R.C. 3319.172, the nonteaching employee will be guaranteed at least the number of hours and comparable pay for the hours specified in his/her contract. Employees whose regular hours are increased in a work year shall not have their hours decreased by more than the amount of hours they were increased by the prior year, unless the reduction is pursuant to a RIF enacted pursuant to O.R.C. 3319.172. An employee whose regular hours are increased will receive paid leave based on the increased number of hours he/she is regularly assigned to work (e.g., a two hour a day employee whose regular hours are increased to four hours a day, will receive paid leave at the rate of four hours per day).
2. In order to receive pay for a legal holiday (see Article 37), an employee must be in pay status (i.e., at work, or on sick leave, personal leave, or vacation leave) on both the employee's scheduled day before and scheduled day after the legal holiday. An employee may also receive pay for a legal holiday if the employee is absent on the employee's scheduled day before and/or day after the legal holiday because the employee is on an unpaid leave of absence related to a personal illness/injury or an immediate family member's illness/injury, and the employee submits a written certification from a physician documenting the illness/injury.
3. All full-time non-teaching employees will work at least 30 hours per week.
4. Regarding monitors, crossing guards and cooks' helpers when parent-teacher conference days are scheduled twice a year (fall and spring) with students not present in school: The

services of monitors, crossing guards, and cooks' helpers may not be needed two days each year on conference days. The following options may be considered annually by the Superintendent on conference days for monitors, crossing guards, and cooks' helper:

- A. Two days or equivalent hours of required in-service paid days may be scheduled at a predetermined date/time by the Superintendent.
  - B. The Superintendent may decide no work need be performed and conference days will not be paid contract days.
  - C. If option A or B above is selected by the Superintendent, the Superintendent may give the employees the option to work equivalent hours during the year or take unpaid time off on parent-teacher conference days when students are not present.
5. Cleaners hired on or after July 1, 2023, shall be required to work over the summer. Cleaners hired prior to July 1, 2023, will be provided the one-time option to work over the summer (for every year thereafter) or stay with their original contract duration (i.e., not working summers, unless they apply each year for summer work).\*

\*This paragraph will be replaced at the conclusion of the term of this Contact with the following: "Cleaners are required to work over the summer."

6. The Maintenance Supervisor may identify extra workdays over winter and/or spring breaks when the District needs some Cleaners. The extra work will be assigned based on seniority (i.e., the most senior cleaners will be offered the extra work first).

## **ARTICLE 21**

### **WORK DAY – WORK WEEK**

- 1. The work week shall consist of five (5) consecutive days Monday through Friday of no more than eight (8) hours per day and no more than forty (40) hours per work week. This shall not restrict the extension of the employee's usual and customary workday or workweek when such is necessary to carry on the business of the School District.
- 2. All full-time employees employed between seven (7) and eight (8) consecutive hours per day will be entitled to two paid breaks of fifteen (15) minutes each.
- 3. All full-time employees shall be entitled to a daily uninterrupted unpaid lunch of thirty (30) minutes duration.
- 4. All regular employees who work between four (4) and less than seven (7) consecutive hours per workday will be entitled to one paid break of fifteen (15) minutes during their normal workday. They also will be entitled to a daily uninterrupted unpaid lunch of thirty (30) minutes duration.

5. If in the interest of more efficient building operation, any employee eligible for uninterrupted breaks or lunch period may, with the consent of his/her supervisor, waive the right to the breaks and/or lunch and work a commensurately shorter day.
6. Times of breaks and lunch will be determined by the employee's immediate supervisor.
7. **Responsibility Factor:** Any employee in the bargaining unit whose work assignment requires craftsman or extraordinary duties shall be awarded additional hourly pay or annual salary for that assignment. This role shall be determined by the Board.
8. The Library Aides will receive an additional three (3) work days added to their contracted year; one (1) of the extended days shall be worked prior to the start of the regular school year and two (2) of the extended days shall be worked following the end of the regular school year. The Library Aides will be paid their regular daily rate for these extended days. A Library Aide must perform work on the "extended" day(s) to be paid – i.e., the employee may not use sick leave or personal leave on a scheduled extended day.

## **ARTICLE 22**

### **OVERTIME**

1. All overtime shall be offered to employees on a rotation basis recognizing seniority using the following formula.
2. All overtime work shall be posted at least five (5) days in advance if possible, excluding emergencies.
3. Employees shall be awarded overtime within their own job classification on a rotational basis based on seniority within that classification.
4. Employees who work more than forty (40) hours in a given work week will receive overtime pay (time-and-a-half). In addition, employee who work over eight (8) in one (1) work day shall be paid overtime at the rate of time and one-half (1 ½). All work performed on Sunday shall be paid at the rate of double-time (2), regardless of the total number of hours the employee worked during the week. There will be no pyramiding of pay under this provision. Work on Sunday must be done pursuant to a direction from the employee's immediate supervisor.
5. Except as stated below, if an employee is needed to perform overtime work, and no volunteers come forward using the above seniority rotation formula, the District will assign the least senior employee to perform the work. Absent exigent circumstances, the least senior employee is required to perform the work and failure to perform the work shall result in disciplinary action.
6. In the case of an emergency that requires overtime work involving maintenance employees, it is expected the maintenance staff assigned to the building involved in the

emergency will report to work. If, however, the maintenance employee assigned to the building cannot come in, the emergency work will be assigned on a rotating basis to a maintenance employee regularly assigned outside the building. In unusual circumstances all maintenance employees may be required to report on an overtime basis to a building to address an emergency situation.

**ARTICLE 23**  
**VACATION SCHEDULING**

1. Employees must record their request / use of Vacation through the District’s automated online absence system (e.g., Aesop). Employees must apply for vacation within sixty (60) days from the intended vacation days. The appropriate authority will respond to requests within ten (10) work days of the request being submitted through the District’s automated online absence system (e.g., Aesop). Vacations may be scheduled during the times when school is in session or operating for business purposes with the approval of the Superintendent or his/her designee. The following schedule shall apply:
  - A. Eleven/Twelve-month employees shall be entitled to the following:

1 to 8 years’ service	2 weeks
9 to 15 years’ service	3 weeks
16 to 24 years’ service	4 weeks
25 or more years’ service	5 weeks
  - B. Nine/Ten-month employees hired prior to October 1, 2014, who work thirty (30) hours or more per week, shall be paid ten (10) days’ wages, which shall represent a paid vacation. Nine/Ten-month employees hired on or after October 1, 2014, shall not be eligible for any paid vacation.
2. If an employee’s vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Board shall grant such a request in accordance with vacation dates available at that time. Employees may carry over up to ten (10) days of vacation per year, to a total of sixty (60) days, unless the Board is the reason the vacation was not used during the fiscal year. If the Board requests an employee to cancel a scheduled vacation, the Board will allow the employee a reasonable period of time after the conclusion of the fiscal year to use the previously scheduled vacation. The Board encourages employees to use their vacation. If an employee reaches his/her maximum amount of carryover vacation, the employee will receive compensation for all excess vacation earned and accumulated during the fiscal year.
3. **Vacation Pay:** Pay for vacation days for all employees shall be the same as that to which the employees would have received had they been working normal hours.



4. **Holidays:** When a holiday falls during the scheduled vacation of any employee, the holiday will not count as a day of vacation for the employee.
5. **Interruption of Vacation:** An employee shall be permitted to interrupt or terminate vacation leave in order to begin another paid leave provided by this Agreement or authorized under law without a return to active service, provided the Board is notified immediately regarding the basis for such interruption and provides medical documentation upon return from the leave.
6. **Limitation on Number of Employees on Vacation at the Same Time:** Only one (1) Maintenance Employee may be on vacation at the same time during student days. No more than two Maintenance Employees may be on vacation at the same time during non-student days and vacation will be granted based upon seniority and when the request is submitted (i.e., the Superintendent or his/her designee shall grant vacation requests for Winter Break based upon the requests submitted by October 15 each year; for Spring Break based upon the requests submitted by February 15 each year; and for Summer Break based upon the requests submitted by April 15 each year). Requests submitted after the identified dates will be handled on a first come, first approved basis.

## **ARTICLE 24**

### **CLASSIFICATION PAY**

1. The Board agrees that if any employee is requested by his/her immediate supervisor to and does perform work that normally is performed by an employee in a higher paid classification that such employee shall receive Classification Pay as defined below after the 5<sup>th</sup> consecutive day on the job retroactive to the first day. If the employee works five (5) or fewer days in the higher paid classification, the employee shall only receive his/her regular rate of pay.

Classification Pay is defined as the first step in the higher classification that provides the employee with an increase from his/her regular rate of pay.

2. Any such assignment shall be for a period of time to perform work vacated by absence of a regular employee or in the event the request is to perform work of an employee on vacation, it shall be for the duration of the vacation or absence.
3. An employee may not elect to perform work in another classification when scheduled to be performing his/her contracted job (i.e., the employee may not take an extra assignment that conflicts with his/her regular job).
4. An employee who substitutes in another classification shall be paid at his/her regular rate of pay.

**ARTICLE 25**  
**TOOLS**

If an employee is required by his/her supervisor to provide his/her own tools, the Board agrees to insure and replace the employee's tools if they are damaged or stolen while on Board premises.

**ARTICLE 26**  
**TRANSPORTATION**

**1. Bus Driver Assignments**

- A. Bus drivers' work hours will be determined by the length of time necessary to complete assigned routes with a minimum of four (4) hours per day. The Transportation Supervisor shall be responsible for creating and assigning all routes. The most senior driver will be given the route with the most hours. The remaining routes will be assigned to employees based on their seniority (i.e., the longer – in terms of hours – routes will be assigned to the drivers with greater seniority). The Transportation Supervisor shall determine length of time necessary to complete said routes and report this to the Board Treasurer's office by the completion of the third full week of school. The length of time shall include time allotted for gassing, cleaning, and pre-trip inspection as determined by the Transportation Supervisor. These hours will remain in effect for the remainder of the contract year unless, as determined by the Transportation Supervisor, the time required has substantially changed as a result of the addition or removal of students. If this occurs, the Transportation Supervisor may assess the route and report the new length of time to the Board Treasurer's office. Hours paid prior to the original establishment of time will be adjusted according to the set route length. The Transportation Supervisor will reassign the routes as identified above if a route is changed by fifteen (15) or more minutes.
- B. Except as specified below, when school vans are used to transport students, they will be driven by Bus Drivers. The exceptions to the preceding are as follows:
1. A building principal assigns a certified/licensed staff member to transport a student home due to an emergency.
  2. Administrators, including the Superintendent and the Board Treasurer, shall be authorized to transport students to and from extracurricular/co-curricular activities, classroom-related excursions, and non-board-funded trips/excursions on an as-needed basis. This exception does not apply to traditional field trips – i.e., Administrators shall not be permitted to transport students to and from such field trips. Administrators who are authorized to transport students to and from extracurricular/co-curricular activities, classroom-related excursions, and non-board funded trips/excursions shall be required to possess the necessary permit/license

(i.e., van permit/license) and meet the Ohio Department of Education's qualifications to drive a school van. Such transportation by school van shall only involve extracurricular/co-curricular activities, classroom-related excursions, and non-board funded trips/excursions involving eight (8) or fewer students. Examples of such extra-curricular/co-curricular activities include but are not limited to competitions, meetings, students who qualify for state tournaments like wrestling (i.e., tournaments involving eight (8) or fewer student members of a team). Further, examples of classroom-related excursions and non-board funded trips/excursions include but are not limited to trips to restaurants, college fairs, and other schools

- a. Extracurricular/co-curricular activities shall be offered to bus drivers first in accordance with Section 2 – *Extra Trips* (see below). If no regular or substitute driver is available to transport students to and from the field trip and/or extra-curricular/co-curricular activities, Administrators shall be provided with the opportunity to transport students by school van.
  - b. Administrators, however, may transport students by school van to classroom-related excursions and non-board funded trips/excursions without such trips being offered to bus drivers in advance.
- C. The Board retains the authority to utilize a private service or mass transit vehicle to transport students on IEPs to their educational programming on a per instance basis.
  - D. If for any reason a bus driver is deemed non-certificated by the Lorain Educational Service Center in accordance with the Ohio Department of Motor Vehicles, the employment contract between the Board and the employee is automatically terminated without the necessity of Board action.
  - E. The Board shall pay the cost of bus driver or employee abstracts at any time the Board requests abstracts to determine eligibility of an employee to drive Board-owned vehicles or to transport students/staff.
  - F. Drivers shall be compensated at their regular rate of pay for added time required for any drug testing.

## 2. **Extra Trips**

- A. Field trips (extra trips) shall be provided by rotation on a list composed of regular drivers who volunteer in descending order of classification seniority (defined in Article 39).

- B. Extra trips shall be posted upon receipt by the Transportation Supervisor. The time-stamped sheet for each posted trip shall be available to employees for inspection.
- C. When an extra trip/field trip is received by the Transportation Supervisor less than one (1) hour before the departure time, the Transportation Supervisor may use his/her discretion in making the assignment.
- D. All trips less than one (1) hour will go to the driver who can take it. This trip is not part of the rotation and is assigned at the discretion of the Transportation Supervisor.
- E. Seniority rotation lists shall be utilized in the following categories:
  - (1) Regular Trips – trips that do not interfere with employees’ other jobs in the District
  - (2) Pick-up trips
  - (3) Saturday-Sunday trips
  - (4) Special Trips – scheduled to depart during regular P.M. bus route times
  - (5) Day Trips – trips that occur only between 8:40 a.m. and 2:30 p.m.
- F. When any extra trip conflicts with a driver’s regular A.M., Midday or P.M. contracted assignment, the driver shall take his/her contracted run unless approved by the Transportation Supervisor to have a sub driver take the regular contracted run.
 

Similarly, if an extra Day Trip conflicts with a driver’s other regularly assigned job in the District (e.g., work in the cafeteria), the driver must complete his/her regularly assigned job unless the Transportation Supervisor, the driver’s immediate supervisor in the other regularly assigned job, and Superintendent mutually agree to release the driver from his/her other regularly assigned job. If a driver cannot get approval from his/her immediate supervisor in the other regularly assigned job, the driver may trade his/her trip to another driver if both agree. However, the trip may only be traded with another Day Trip. If the driver does not get approval from the applicable immediate supervisor or cannot trade his/her assigned Day Trip to a fellow driver, the driver will be passed on the assigned Day Trip.
- G. Drivers may mutually agree to trade or exchange assigned extra trips with advance approval of the Transportation Supervisor.
- H. The Board retains the authority to employ charter buses to transport students on Board-funded Extra Trips. This authority shall be used only up to five times per year. Nothing herein, however, shall prevent the Board from utilizing charter buses to transport students on non-Board-funded Extra Trips (e.g., trips paid for by the Booster Club).

3. **Rider Discipline**

The Administration agrees to enforce the following rules to be observed by pupils riding school buses:

- A. Pupils are not permitted to transport non-service animals on the bus to school.
- B. Positively no smoking is allowed on the bus.
- C. Any child who repeatedly misbehaves or commits any serious misbehavior shall be denied the privilege/right of riding the bus by the proper authority.
- D. The bus operator may assign seats for the pupils as a safety and/or disciplinary measure.
- E. Chaperones shall help maintain discipline on co-curricular and extra-curricular trips on the assigned busses.

4. **Bus Cleanliness**

- A. Drivers are required to clean the exterior of their vehicle on a biweekly basis.
- B. Drivers are responsible for keeping their buses' interior (i.e., floors, seats, walls, ceiling, and tray under the seat) in a clean condition.
- C. Drivers are responsible for cleaning their prior school year's bus's exterior, including windows (inside and outside), prior to the start of the next school year.
- D. The Bus Mechanic is responsible for cleaning buses' heater filters.
- E. The Bus Mechanic is responsible for removal of excess tar on the exterior of buses.
- F. The Superintendent or his/her designee is responsible for determining bus cleanliness.

**ARTICLE 27**  
**PAY CHECKS**

- 1. When pay day falls on a holiday or a weekend, the preceding work day shall be pay day.
- 2. All employees will be paid twice a month (i.e., in twenty-four (24) substantially equal installments). Adjustments for overtime and extra-hours will be made in the next pay

following the period in which the overtime/extra-hours were worked. Employees will be paid on the 10th and the 24<sup>th</sup> of each month.

3. Any error in an employee's pay check amounting to fifty dollars (\$50.00) or more will be corrected within five (5) business days. The employee shall not suffer the inconvenience of waiting for the error to be corrected in the following pay period. Any error in an employee's pay check amounting to less than fifty dollars (\$50.00) shall be corrected by the second pay period after the error is noted. The employee has the obligation of notifying the Board Treasurer of any error in his/her paycheck in a timely manner. If the error is a result of an employee's error in reporting his/her hours worked, the Board Treasurer will correct the pay in the next paycheck after the error is identified.

**ARTICLE 28**  
**DIRECT DEPOSIT**

Direct Deposit is mandatory for all bargaining unit members. Employees will receive electronically a pay voucher listing payroll information (e.g., deductions, net pay amount) on the morning of each pay day.

**ARTICLE 29**  
**LONGEVITY PAY**

1. The Board agrees to recognize faithful years of service of the employees. The following longevity schedule shall become effective at the beginning of the affected employee's school year.
2. At least ten (10) years of service with the Clearview Local School District is required.
3. Part-time employees will have their longevity pro-rated. For payment purposes, six (6) hour or more will be full payment. Less than six (6) hours will be 1/8<sup>th</sup> of an hour (1 hour = 1/8; 3 hours = 3/8).
4. All employees shall receive the following increments, however, the payments will be a one-time payment with no aggregation of amounts.

<u>After Years of Service</u>		<u>Annual Increment</u>
10 years	additional	\$250.00
15 years	additional	\$400.00
20 years	additional	\$750.00
25 years	additional	\$1,250.00
30 years	additional	\$1,500.00

- The amounts shall be paid in lump sum in the second pay period during the month of September.

**ARTICLE 30**  
**HOSPITALIZATION – HEALTH MAINTENANCE**

- Board Contribution to Insurance Premium:** The Board shall pay ninety percent (90%) of the cost of the Vision coverage for all regular employees working thirty (30) hours or more per week. The Board shall pay ninety percent (90%) of the cost of the Premium and Standard Hospitalization-Medical coverage for all regular employees working thirty (30) hours or more per week. The Board shall pay one hundred percent (100%) of the cost of the Minimum Value Based Design for ACA Hospitalization-Medical coverage for all regular employees working thirty (30) hours or more per week.

- All Regular Employees who work at least fifteen (15) hours per week for at least thirty-six (36) weeks shall be entitled to the same coverage existing under the Hospitalization-Medical-Vision plan as follows:

The Board shall pay seventy-five percent (75%) of the cost of single coverage or fifty percent (50%) of the cost of family coverage to which the employee is entitled.

- Continuation – Layoff:** The Board shall continue its negotiated portion for all benefit programs for a period of ninety days (90) for any employee who is laid-off entirely for lack of work or lack of funds. If an employee’s hours are reduced pursuant to O.R.C 3319.172, the Board will not be responsible for continuing to provide benefits during the period the employee is working the reduced hours.

- Annually, each bargaining unit member may select one of the following Health Benefit Plans.

The annual per person dental maximum shall be \$1,500.

<i><b>In-Network</b></i>	<i>Premium</i>	<i>Standard</i>	<i>Min. Value Based Design for ACA</i>
Deductible (In-network)	\$750/\$1,500	\$1,000/\$2,000	\$4,000/\$8,000
- Earned Incentive Award	(\$250)/(\$500)	(\$250)/(\$500)	(\$250)/(\$500)
Deductible (In-network)	\$500/\$1,000	\$750/\$1,500	\$3,750/\$7,500
Coinsurance	90%	80%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$1,500/\$3,000	\$2,000/\$4,000	\$6,250/\$12,500

Total Out-of-Pocket Max includes deductible and coinsurance) with wellness incentive	\$2,000/\$4,000	\$2,750/\$5,500	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance) without wellness incentive	\$2,250/\$4,500	\$3,000/\$6,000	\$10,250/\$20,500
<b>Out-of-Network</b>			
Deductible (Out-of-network)	\$1,500/\$3,000	\$2,000/\$4,000	\$4,000/\$8,000
Coinsurance	60%	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$3,000/\$6,000	\$4,000/\$8,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance)	\$4,500/\$9,000	\$6,000/\$12,000	\$14,000/\$28,000
<b>Office and Emergency Visits</b>			
OV Copay	\$25	\$30	\$50
Urgent Care Visit	\$40	\$45	\$100
Specialist Visit	\$40	\$45	\$100
ER Copay - Emergency	\$100	\$150	\$300
ER Copay - Non-Emergency	\$200	\$200	\$300
<b>WELLNESS</b>			
Immunizations	100% In-network	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network	100% In-network
PPACA Expanded Wellness Svcs	100% In-network	100% In-network	100% In-network
<b>Prescription Drug Benefit</b>			
Retail Drug Card	\$10/\$25/\$50	\$15/\$30/\$60	Ded. then \$10/\$50/\$100
Mail Order	\$20/\$50/\$100	\$30/\$60/\$120	Ded. then \$20/\$100/\$200
Specialty Medications	\$60	\$100	Ded. then \$200
Step Therapy	YES	YES	YES
Mandatory Mail Order	YES	YES	YES



Maintenance Choice	YES	YES	YES
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5. **Working Spouse Mandatory Enrollment Rule:**

An employee’s spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, or organization, that costs the spouse no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the Clearview Local School District’s Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee’s responsibility to advise the District Treasurer or designee immediately (and not later than 30 days after any change in eligibility) if the employee’s spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after (July 1, 2014) or if the contribution for single coverage changes. Upon becoming eligible, the employee’s spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the spouse’s cost for single coverage under the lowest cost plan is more than 50% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Clearview Local School District.

Every employee whose spouse participates under the Clearview Local School District’s medical/prescription drug insurance coverage shall complete and submit to the District Treasurer or designee, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse’s employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee’s spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Clearview Local School District. Additional documentation may be required.

If an employee submits false information, or fails to timely advise the District Treasurer or designee of a change in his/her spouse’s eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by the employee results in the District’s Health Plan providing benefits to which the employee’s spouse is not entitled, the employee will be personally liable to the District’s Health Plan for reimbursement of benefits and expenses, including attorneys’ fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee’s spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. **If**

**an employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.**

6. **Special Enrollment Periods:** Allows declining participants to later enroll into the plan like a new employee, if certain criteria are met such as: (a) marriage or divorce; (b) birth, adoption, or placement for adoption of a child; (c) death of a spouse or child; (d) change in spouse's employment status; (e) change in employee's employment status; (f) change in the dependent's eligibility; (g) unpaid leave of absence taken by the employee or spouse; (h) loss of other health insurance.
7. **COBRA:** Coverage will be extended to twenty-nine (29) months if the participant becomes disabled within first sixty (60) days of coverage. A newborn, an adopted child, or a child placed for adoption may enroll. COBRA may be terminated for a participant who becomes covered by a group health plan even if the other plan contains a preexisting clause, if the clause does not apply to the participant because of HIPAA regulations.
8. **Creditable Coverage:** The plan will accept certificates of coverage from new employees and apply the creditable coverage to the preexisting condition clause. The preexisting condition waiting period will be reduced by the number of days creditable coverage provided by the employee for new participants who were fully covered under another plan within sixty-three (63) days before enrollment in this plan.
9. **Newborns' and Mothers' Health Protection Act:** The plan will reflect the hours requirement for newborns and mothers.
10. **Qualified Medical Child Support Orders:** The plan will reflect court issued child support orders.
11. **Eligibility Provisions:** The plan will cover children who have been placed for adoption with a covered person.

### **ARTICLE 31** **DENTAL INSURANCE**

For all regular (full-time) employees working thirty (30) hours or more per week for at least thirty-six (36) weeks annually, the Board shall pay the same percentage of the Dental Insurance Plan premium as it does the Health-Medical-Vision plan (see Article 30, Paragraph 1). Present part-time employees shall pay one-half and the Board shall pay one-half.

**ARTICLE 32**  
**LIFE INSURANCE**

1. The Board shall pay the full cost of a fifty thousand dollars (\$50,000) term life insurance policy for all employees who work at least twenty (20) hours per week for at least thirty-six (36) weeks.
2. The Board shall pay the full cost of a thirty thousand dollars (\$30,000) term life insurance policy for any employee working at least ten (10) hours per week for at least thirty-six weeks.

**ARTICLE 33**  
**PAYROLL DEDUCTIONS FOR INSURANCE – SECTION 125 PLAN**

1. The Board shall provide a Section 125 Plan that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.
2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board Treasurer during the month of September. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to participate and will end upon notification from the employee of his/her intent to no longer participate as may be submitted during the following September. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

**ARTICLE 34**  
**BEREAVEMENT LEAVE**

Each bargaining unit member shall be annually entitled to up to four (4) bereavement leave days that are not deducted from personal or sick leave. These bereavement leave days may be used to attend funerals of a bargaining unit member's immediate family (as defined in Article 35) and/or brothers-in-law, sisters-in-laws, aunts or uncles. Employees must record their request for /use of

Bereavement Leave through the District's automated online absence management system (e.g., Aesop).

**ARTICLE 35**  
**SICK LEAVE**

1. Employees shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall be credited at the rate of one and one-fourth (1 ¼) days per month.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury or death of the employee's immediate family. Sick Leave accumulation shall be unlimited.
3. Any accumulated sick leave of a person separated from any public school district shall be transferable, if employed by another public entity within ten (10) years.
4. Employees shall be credited with sick leave for all time actually worked in the School District prior to becoming a bargaining unit employee. Sick leave is credited per Section 1 above based on the employee's daily hours. When an employee transfers from one position to another, including upon initial hire, the employee's days will be converted proportionately if the daily hours differ. When conversions occur, the Board Treasurer shall provide the employee with documentation.
5. Employees shall be entitled to use their accumulated sick leave for a sickness or death of a member of their immediate family. Immediate family member shall be defined for purposes of this Article as: father; mother; father-in-law; mother-in-law; spouse; offspring; sister; brother; grandparent; grandchild; relative who lives continuously with the employee; or a person who clearly stands in the same relationship with the employee as any of the foregoing (e.g., a significant other). Sick leave will be computed based on the percentage of the normal work time unit.
6. To document their use of Sick Leave, bargaining unit members must record their request for / use of Sick leave through the District's automated online absence management system (e.g., Aesop). Additionally, bargaining unit members should notify their immediate supervisor when they will be absent due to the use of sick leave and they have not been able to submit their leave through the automated online absence management system at least two (2) hours before their scheduled start time. If an employee takes sick leave, he/she must submit a statement of reason for absence to the Board Treasurer within three (3) work days of return to work. Additionally, employees must submit a doctor's written statement to verify an illness or injury involving a continuous absence of five (5) days or more, if requested by the Board. The doctor's written statement must be submitted within five (5) work days of the request.

7. **Accrued Sick Leave Days:** An employee’s pay stubs shall identify the amount of sick leave the employee has available to use. The number printed on the pay stub will be an estimate, based on whether the employee has submitted all of the requisite leave forms, and will be two (2) weeks behind the employee’s actual sick leave accumulation. An employee wanting an “official report” of the number of sick leave days available to the employee may request such information from the Board Treasurer’s office.
8. **Attendance Incentive: (Sick Leave)**

Employees employed at the start of the school year shall be eligible for the following incentive payment upon completion of each fiscal year (i.e., s/he had to be employed for a full year of service).

Number of Absences	Type of Leave	Job Classification					
		Cleaner	Monitors, Bus Monitors, Latchkey, S/H Monitors, Cross Guard, Cook Helpers, Assistant Cooks	Teacher Aide, Library Aide, Head Cook, ISS Monitor, Office Aide	Secretary	Bus Driver	Maintenance
0	Sick	300*	300*	500	600	400*	700
		400**	400**			500**	
1		200*	200*	300	425	300*	550
		300**	300**			400**	
2		100*	100*	200	250	200*	375
		200**	200**			300**	

\*4-hour employees (i.e., employees who work at least 4 hours and less than 6 hours per day)

\*\* 6 or more-hour employees

9. **Sick Leave Bank** – The parties agree that there will be a sick leave bank.
- A. **Eligibility:** Employees who have a zero sick leave balance and have already been advanced five (5) days by the Board Treasurer, have contributed to the Sick Leave Bank as set forth below, and are in need of sick leave for a personal illness or injury – this excludes the six (6) week recovery period following the birth of a child (i.e., the employee may not use the sick leave bank to cover this six (6) week recovery period).

- B. An eligible recipient may receive up to twenty (20) days through the Sick Leave Bank.
- C. In order to be eligible to participate in the Sick Leave Bank an employee must execute a written notice to the Board Treasurer indicating his/her authorization to deduct one (1) day of his/her accrued sick leave and to credit it to the Bank effective September 30 of the first year of participation. Upon receipt of the notice, the Board Treasurer shall deduct one (1) day from the employee's sick leave account. New employees who elect to participate must contribute one (1) day of sick leave to the Sick Leave Bank after they have been employed for a period of six (6) months. Thereafter, if the Sick Leave Bank drops below twenty (20) days, each employee who wants to continue to participate must donate another one (1) day to the Bank. Employees who do not initially elect to participate may decide to participate during the annual sign-up window – i.e., between September 1 and September 30 – or if the Sick Leave Bank drops below twenty (20) days any time during a school year by making the initial contribution of one (1) day.
- D. When an eligible employee exhausts his/her available sick leave due to a personal illness or injury that lasts in excess of thirty (30) calendar days, he/she will automatically be granted up to twenty (20) days of sick leave pursuant to this provision. If his/her condition extends beyond the twenty (20) days, s/he may apply for an unpaid leave absence.

**ARTICLE 36**  
**PERSONAL DAYS**

- 1. Personal leave shall be granted to allow an employee to meet personal obligations that may not be taken care of at times other than scheduled work hours.
- 2. Each employee shall be granted four (4) days of personal leave per fiscal year. If an employee commences work after the start of the student school year, the employee will receive the number of personal days equivalent to the number of student grading periods remaining in the school year.
- 3. This personal leave shall be unrestricted except as specified herein:
  - A. Personal leave, other than an emergency, must be record in the District's automated online absence management system (e.g., Aesop) at least five (5) days in advance. In cases of emergency, the employee must record his/her request for / use of Personal Leave through the District's automated online absence management system (e.g., Aesop) as soon as possible. Also, employees should notify their immediate supervisor if they have not been able to submit their leave

through the automated online absence management system at least two (2) hours before their scheduled start time.

- B. No personal leave may be granted the workday directly before or after a vacation, winter or spring break, or holiday, or during the first or last five workdays of the student school year. The Superintendent or his/her designee may waive this prohibition upon written request.
- C. No personal leave can be used for the purpose of earning money.
- D. Personal leave may only be used for the following reasons during the period of May 1 through the end of the student school year:
  - (1) Accidents or catastrophe involving family property.
  - (2) Court appearance as litigant or witness.
  - (3) Observance of religious holidays where total abstinence from work is required.
  - (4) Attend high school or college graduation exercises honoring the employee or member of the employee's immediate family, or to pick up the employee's child(ren) at college or other academic institutions.
  - (5) Attend a conference or convention as an officer or delegate of an organization not directly related to public schools, but including among its purposes a concern for the civic, social, ethnic, and cultural, or economic improvement of the community, or attending a conference, convention, or exposition attended by students for whom the employee is a teacher/advisor.
  - (6) Visit members of the employee's immediate family in the Armed Forces.
  - (7) Wedding of employee or of a member of the employee's immediate family, or employee's participation as a member of a wedding party.
  - (8) Wedding trips of the employee.
  - (9) Attend funeral of persons not within the employee's immediate family.
  - (10) Professional consultation when such appointment cannot be made at times other than the regular school day. Medical, dental, and optical appointments are to be used under sick leave provisions.
  - (11) Arranging for the purchase or sale of the employee's residence.
  - (12) Urgent personal problem of the employee or a member of the employee's immediate family.
  - (13) Coaching clinics may be used as personal days, limited to one day per clinic.
  - (14) With prior Superintendent approval, to attend a child(ren)'s and/or grandchild's school function.
- E. Days that are legally sick leave may not be used as personal leave.

- F. Only ten percent (10%) of the workforce in a given classification (i.e., no less than one (1) employee per classification) may take personal leave on a given student day, unless additional requests are approved by the Superintendent.
- 4. Personal leave will be computed based on the percentage of the normal work time unit.
- 5. Any unused Personal Days shall be converted to Sick Leave at the end of the school year.

**ARTICLE 37**  
**HOLIDAYS**

- 1. All employees shall receive the following days off work with pay:
  - New Year’s Day
  - Martin Luther King Day
  - President’s Day
  - Memorial Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- 2. Twelve (12) month employees shall also receive the following days off work with pay:
  - Good Friday
  - Juneteenth**
  - July 4<sup>th</sup>
  - The Day After Thanksgiving
  - December 24<sup>th</sup>
  - December 31<sup>st</sup>
- 3. If an employee performs work on a paid holiday, in addition to receiving the Holiday pay specified in Paragraph 1 or 2, the employee will be paid double the employee’s regular rate of pay for the actual hours worked. There will be no pyramiding of hours.

**ARTICLE 38**  
**UNPAID LEAVE OF ABSENCE**

- 1. **Long-Term Unpaid Leave of Absence**
  - A. Upon written request, the Board may grant an unpaid leave of absence for a period of not more than two (2) years (one year at a time) for educational or professional or other purposes and shall grant such leaves where illness or other disability is the reason for the request.



- B. Upon the return of the employee from such a leave, the Board may discontinue the temporary employment of the person hired for the purpose of replacing the returning employee.
- C. If, after the return of the employee from leave, the person employed for the purpose of replacing that employee on leave is continued in employment as a regular employee or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.
- D. FMLA – In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) the birth and/or care of a newborn child within twelve (12) months of the child’s birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a “serious health condition”; (4) the employee’s own “serious health condition” prevents him/her from performing the functions of his/her job; and (5) a “qualified exigency.” Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a “single 12-month period” for “military caregiver leave.” For purposes of this section, “12-month period” is defined as “the 12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave. Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement. The Board requires employees to use their available applicable paid leave (e.g., sick, personal, vacation) during their FMLA leave (i.e., the FMLA leave will run concurrent with the employees’ use of paid leave). Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave the employee has available to use in the applicable 12-month period.

## 2. **Short-Term Unpaid Leave of Absence**

- A. An employee must record his/her request for / use of Short-Term Unpaid Leave through the District’s automated online absence management system (e.g., Aesop). The request must be submitted at least ten (10) work days prior to the

requested unpaid leave. The Superintendent may grant an employee up to five (5) days of unpaid leave per school year.

- B. The Board may grant an employee more than five (5) days of unpaid leave per school year, under the following conditions:
- (1) The employee files a written notice with the Board ten (10) work days prior to the requested leave.
  - (2) The needs of the School District are met.
  - (3) The employee may be required to pay his/her own hospitalization if the leave extends beyond thirty (30) calendar days.
  - (4) The employee, while on unpaid leave, shall not be entitled to sick leave, personal leave, or vacation leave.
  - (5) In cases of emergency, the Superintendent may grant leave with less than ten (10) work days' notice or the employee may notify the Superintendent to secure approval.

### **ARTICLE 39** **LAYOFF AND RECALL**

1. All bargaining unit classifications and positions shall be filled by employees of the Board.
2. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedures shall govern such layoff.
3. The number of people affected by a reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.
4. Whenever it becomes necessary to reduce or lay off employees for the reasons identified above, affected employees shall be reduced or laid-off according to classification seniority with the least senior employee reduced or laid-off first. Classification seniority shall be defined as the uninterrupted length of continuous service in a particular job classification series computed from the latest date of hire or appointment to their present classification series. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical classification seniority, seniority, as defined in Article 38, Section 1.C, shall determine which employees will be laid-off first. Should these seniority dates be the same then the Administration and OAPSE shall meet to determine a fair and equitable means of deciding which employees will be laid-off first.

5. The following classification series shall be used for the purpose of defining classification seniority. Classifications within each series are listed in descending order – employees may only bump at or below their current classification within the series.
  - A. Secretarial – Clerical
    - (1) Secretary
    - (2) Office Aide
  - B. Educational Assistants
    - (1) Library Aide
    - (2) Teacher Aide
    - (3) ISS Monitor
    - (4) Study Hall Monitor
    - (5) Monitor
  - C. Cafeteria Personnel
    - (1) Head Cook
    - (2) Assistant Cook
    - (3) Cook Helper
  - D. Transportation Personnel
    - (1) Bus Driver
    - (2) Bus Monitor/Driver
    - (3) Bus Monitor
    - (4) Crossing Guard
  - E. Maintenance Personnel
    - (1) Maintenance
    - (2) Cleaner
6. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid-off. In the classification of layoff, employees on probation shall be laid-off before any employee in that classification employed under a continuing contract is laid-off.
7. Each employee to be laid-off shall be given advance written notice five (5) days prior to the layoff. Each notice of layoff shall state the following:
  - A. The effective date of layoff.
  - B. A statement advising the employee of his/her rights of reinstatement from the layoff.
8. Any employee faced with a reduction or layoff shall be allowed to bump into a lower job title within the same classification series. Any employee faced with a reduction or layoff

may transfer into a new classification series to avoid a layoff or reduction should a position become available and it is determined by the Superintendent or his/her designee that the employee making such a request possesses the necessary skills and experience for that position. Once an employee is placed into a new classification series that employee shall assume the status of a new employee only for the purpose of classification seniority within the new classification but shall suffer no loss in overall seniority. However, an employee facing reduction or layoff may also exercise the option of bumping back into a classification series in which he/she previously worked on the basis of the classification seniority he/she had at the most recent date of exit from said classification series. Said employee may only bump back into a classification in that series at or below the highest classification held there.

9. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts who shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employee is reinstated from the probationary list.
10. Vacancies that occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
11. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
12. All bargaining unit classifications and positions shall be filled by members of the bargaining unit so that retirement and attrition can be used in lieu of a layoff and recall.

#### **ARTICLE 40** **TEMPORARY VACANCIES AND POSITIONS**

A bargaining unit position that is vacant for up to forty-five (45) work days may be filled with a substitute. After the bargaining unit position has been vacant for forty-five (45) work days, the position will be posted consistent with the collective bargaining agreement as a "temporary position." The employee who bids for the position and is assigned the job is being placed in the position on a temporary basis to last only during the absence of the employee who normally holds the job. Any position open as a result of the "temporary position" being temporarily filled will be posted in a similar manner. Upon return of the absent employee, all employees shall return to their original positions. A new employee will not be hired to fill a vacated position in the case of a temporary vacancy, but rather a substitute shall be placed in the last open position.

Upon the Board's acceptance of the resignation of the vacant employee the filled position shall no longer be temporary, and the position vacancy shall be posted as a permanent position.

**ARTICLE 41**  
**BID PROCEDURE**

When a vacancy occurs in the District in any bargaining unit classification, and the Board decides to fill the position, it shall be posted on the staff bulletin board in all school building offices or Board-owned facilities for a period of five (5) work days. The Board will then normally fill the position within ten (10) work days following the expiration date of the postings. The Board may post positions both internally and externally at the same time.

1. The Board will employ the most qualified applicant for a vacant position. The Board will interview all bargaining unit members who apply for a vacant position. The Board will consider all candidates simultaneously, whether they are currently employed by the Board or not. The Board will give preferential consideration to qualified bargaining unit members. Nevertheless, the Board will hire the most qualified candidate.
2. All employees accepting a position change shall serve a probationary period of seven (7) actual work days. If the employee's performance is not acceptable as determined by the administration, the employee shall be returned to his/her former position. The employee shall have seven (7) actual work days to decide if he/she wants to remain in the new position or return to his/her former position.
3. A position vacated by an employee under this Article shall not be posted until the seven (7) work day probationary period has expired.
4. After three (3) work days the employee in the new bid position and the administration shall meet with an OAPSE representative to discuss job performance progress, if requested.
5. The Superintendent shall have the authority to determine the feasibility of an employee combining one position with another. The Superintendent may not combine positions due to increased costs of benefits or may receive waiver of benefits should the employee agree to accept the position. All combined position employees as of June 11, 1992, receiving benefits will be excluded from this provision.
6. Excluded from the bargaining unit are employees employed specifically to assist students on an as needed basis as a requirement of an Individual Educational Plan (IEP).
7. If an employee accepts a "combined" position (i.e., when the employee holds two (2) or more jobs in the District), the total hours for a week for the combined positions cannot exceed twenty-nine (29) hours. This restriction only applies to individuals hired into a "combined" position after July 1, 2014. Bargaining unit members are not eligible to

accept a “combined” position if receipt of the additional job would cause his/her regularly assigned hours for the combined positions to exceed twenty-nine (29) hours per week. This provision does not limit a bargaining unit member from applying for and accepting a new position with additional hours if he/she relinquishes his/her original position (if maintaining the original position would cause the bargaining unit member to have contracted positions that exceed a total of twenty-nine (29) hours in a week).

**ARTICLE 42**  
**PROBATIONARY PERIOD AND CONTRACT TERM**  
**FOR NEW EMPLOYEES**

1. Each new employee to the District shall serve under an initial employment contract of twelve (12) calendar months that shall include a probationary period for a six-month work calendar consisting of not less than ninety (90) actual work days. While working under the initial probationary period an employee may be discharged at any time during the probationary period, for any reason in the judgment of the Board and such discharge will not be grievable nor will the discharge action of the Board be subject to further terms/conditions of this Agreement.
2. After completing the initial probationary period of at least ninety (90) actual work days the employee shall serve the remainder of the initial employment contract period under the full terms and conditions of this Agreement but for the Board’s right to determine not to retain the employee after the initial employment contract consisting of the 12-month calendar term. The Board need only notify the employee of its decision not to retain the employee for any reason in the judgment of the Board at the conclusion of the 12-month calendar employment term. The Board’s decision not to retain the employee after the initial 12-month term shall not be grievable and shall not be subject to terms/conditions of this Agreement.
3. After completing the initial employment contract, the employee will receive another contract for a 12-month period. The employee will have all the rights provided under this Agreement except the Board may determine not to retain the employee after the second employment contract consisting of the 12-month calendar term. The Board need only notify the employee of its decision not to retain the employee for any reason in the judgment of the Board at the conclusion of the 12-month calendar employment term. The Board’s decision not to retain the employee after the second 12-month term shall not be grievable and shall not be subject to the terms/conditions of this Agreement.
4. After completing two 12-month contracts, the employee will be eligible for up to two 2-year limited contracts. Continued employment after the second 2-year contract term shall be of a continuing nature subject to the terms/conditions of this Agreement.
5. This Agreement shall supersede existing law governing the employment of nonteaching employees (O.R.C. 3319.081).

**ARTICLE 43**  
**NO STRIKE CLAUSE**

There shall be no strike, lock out, slow down or work stoppage for the duration of this Agreement. The Board recognizes the right of the bargaining unit to strike after this Agreement expires, mediation has been attempted once, and the ten (10) day notice has been given in accordance with O.R.C. Chapter 4117.

**ARTICLE 44**  
**NON-DISCRIMINATION**

No employee of the Board shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in OAPSE activities. OAPSE and the Board jointly agree to comply with all Federal and State Laws on Civil Rights.

**ARTICLE 45**  
**APPROPRIATE ATTIRE**

- A. Employees are required to dress in professional attire that is appropriate for and consistent with their regularly assigned work environment. Appropriate attire on school days includes the following: no shorts (except as stated below); no halter tops; no leggings (unless worn under a dress or skirt); no rubber shoes (e.g., flip-flops, slides, etc.); mid-drifts completely covered; and no jeans with holes. Secretaries and aides (including Office Aides) may not wear jeans except on Clipper Days and other approved casual clothing days. Fridays shall normally be considered “Clipper Days” and employees may wear jeans (without holes) and other District spirit wear. Building Administrators and Immediate Supervisors may also identify other days during the school year when employees may wear more casual clothing (including jeans without holes) – e.g., Cavs Day, Guardian Day, Spirit Week, specified fundraisers, etc. Bus drivers, maintenance, cafeteria, cleaners, and monitors may wear appropriate shorts when it is 60 degrees or warmer outside (daytime high). Appropriate shorts are defined as: no short-shorts, no cutoffs, no athletic shorts, and no shorts with holes,
- B. Appropriate attire shall be interpreted to in a manner that takes into consideration a staff member’s job responsibilities and the location in which, on any given day, those responsibilities are performed.
- C. If a bargaining unit member fails to meet the above described standard of dress, his/her Supervisor will meet with him/her to review the standard of professional attire and make suggestions for improvement. The bargaining unit member shall be given an appropriate amount of time to correct the situation, and if changes are not evident, another meeting shall occur with the OAPSE President in attendance. This second meeting may result in disciplinary action in accordance with Article 14.

**ARTICLE 46**  
**INCORPORATION CLAUSE**

Any terms or conditions of the current Agreement or any policy or practice currently in affect that is not altered, modified, or changed as a direct result of these negotiations shall be incorporated into this Agreement and remain in full force and effect for the term of this Agreement.

**ARTICLE 47**  
**“ME TOO” CLAUSE**

For the period July 1, 2023 – June 30, 2026, if the Board increases the base rate for the Clearview Education Association’s bargaining unit members by a percentage larger than specified in Article 58 [Wage Settlement for 2020-2023], the Board will automatically provide the same percentage increase to the base rates for OAPSE employees for the affected period(s).

**ARTICLE 48**  
**SUB-CONTRACTING**

The Board agrees not to sub-contract any work or services that would result in or contribute to the elimination of any employee or job position presently existing in the District without the express written approval from OAPSE.

**ARTICLE 49**  
**SEVERANCE PAY**

Employees who elect to retire and who meet the requirements of the School Employees Retirement System shall be paid a lump sum equal to one quarter of value accrued, by using sick leave credits to a maximum of eighty (80) days.

Such payment shall be based upon the employee’s daily rate of pay at the time of retirement, exclusive of overtime or supplemental pay. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

In the event of an employee’s death, his/her spouse or child will receive the severance pay. The deceased employee must have been eligible for retirement benefits, as determined by S.E.R.S., at the time of death.

Payment under this Section shall occur within twelve (12) weeks following the employee’s retirement.



**ARTICLE 50**  
**RETIREMENT INCENTIVE**

**1. Statement of Plan**

The following Retirement Incentive is intended to provide an incentive for retirement. Participation in the plan is voluntary. This plan is effective July 1, 2023, and expires June 30, 2026.

**2. Eligibility for Benefits**

A. The employee:

- (1) Shall become eligible between July 1, 2023, and June 30, 2026, for retirement by virtue of meeting all eligibility requirements under the Ohio School Employees Retirement System (S.E.R.S.).
- (2) Must have at least ten (10) or more full and continuous years of service with the Clearview Local School District.
- (3) Must apply for retirement benefits from the S.E.R.S. during his/her first year of eligibility for receipt of retirement benefits under the statutes and rules governing the S.E.R.S. An employee who does not apply for this buyout in his/her first year of eligibility shall not be eligible for and will not be granted this buyout at any other time. Although he/she may do so, any employee who meets the S.E.R.S.'s Early Service Retirement (with reduced benefits) eligibility requirements is not obligated to retire to collect the retirement incentive at such time. Said employee remains eligible to collect the retirement incentive if he/she retires pursuant S.E.R.S.'s Unreduced Service Retirement eligibility requirements.

	Members with at least 25 years of service as of August 1, 2017 (Grandfathered)	Members with less than 25 years of service as of August 1, 2017
Unreduced Service Retirement	Age 65 with 5 years or Any Age with 30 years	Age 67 with 10 years or Age 57 with 30 years
Early Service Retirement with Reduced Benefits	Age 60 with 5 years or Age 55 with 25 years	Age 62 with 10 years or Age 60 with 25 years

- (4) It is the understanding and intent of the parties that only employees who first become eligible for retirement under the rules and regulations of the S.E.R.S. during the 2023-2024 school year, may apply for this Retirement Incentive under the Article if they retire by July 1, 2024. In the 2024-2025 school year, only employees who first become eligible for retirement during that specific school year (i.e., 2024-2025 school year and retire on or before July 1, 2025) can take advantage of the Retirement Incentive under this Article. In the 2025-2026 school year, only employees who first become eligible for retirement during that specific school year (i.e., 2025-2026 school year and retire on or before July 1, 2026) can take advantage of the Retirement Incentive under this Article. The parties hereby agree that any employee who meets the eligibility requirements for this Retirement Incentive during the term of this Agreement (July 1, 2023 – June 30, 2026) shall not be eligible for such a buyout provision under any successor collective bargaining agreements.

B. This Plan does not apply to:

- (1) Those applying for and/or receiving disability retirement.
- (2) Those terminated by the Board for cause or whose contracts are otherwise discontinued or suspended involuntarily.
- (3) Those whose contracts are non-renewed or suspended in accordance with a Board-determined reduction in force.
- (4) Those who do not apply for retirement from the S.E.R.S. in his/her first (1<sup>st</sup>) year of eligibility for receipt of retirement benefits under the statute and rules governing the S.E.R.S.

### 3. **Application for Retirement**

- A. Those employees who seek to participate in the Buyout shall submit a letter of intent to the Board to retire on or before July 1 of the year they are eligible and intend to retire under the statute and the rules governing the S.E.R.S. Such letter must be submitted to the Board no later than March 1 of the calendar year of retirement or thirty (30) days before the effective date of retirement, whichever is sooner.
- B. After receipt of the letter of intent to retire from the employee exercising this Retirement Incentive, the Board will verify that the applicant meets all of the requirements of the plan and issue such notice within thirty (30) calendar days of application. Neither the Board nor the employee may withdraw from this action after the Board notifies the employee that he/she has met the requirements for this Retirement Incentive.

4. **Payment Schedule**

- A. The employee's payment under the Retirement Incentive shall be made in one lump-sum payment in February of the calendar year following the date of retirement. The payment will be made within a week of the District receiving its County funds, but under no circumstances later than the end of February. Payments made under this plan shall not be incorporated into the calculation of employee salary and/or benefits for purposes of the School Employees Retirement System.
- B. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive a lump sum payment of fifteen percent (15%) of their compensation over the prior twelve (12) months from the date of their retirement.

**ARTICLE 51**  
**DUES DEDUCTION**

- 1. The Board Treasurer shall deduct from the wage of any employee who is member of OAPSE, all membership dues prescribed by OAPSE (including OAPSE State and Local dues in the amount specified by the OAPSE Treasurer). No later than October 1 of each school year, OAPSE shall submit, in writing, to the Board a list of the current membership, including documentation establishing that each member has voluntarily authorized in writing to have membership dues deducted pursuant to this Article, and the annual membership dues. If the Board does not have on file written documentation authorizing payroll deduction of OAPSE dues for a specific employee, it will notify the Local OAPSE Treasurer, in writing, of the missing documentation and, if such documentation is not provided within twenty (20) calendar days from the date received, the Board Treasurer will not payroll deduct such dues from that individual.
- 2. An employee's authorization shall remain in effect for the period specified in the employee's dues authorization application. Revocations of dues authorization shall be in accordance with the employee's authorization agreement. If an employee revokes such authorization, either the State OAPSE Treasurer or the Local OAPSE Treasure must notify the Board Treasurer within twenty (2) calendar days.
- 3. OAPSE agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of OAPSE membership dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Clearview Local School District, its members, the Board Treasurer, the Superintendent, and all members of the administrative staff.

4. All members' dues collected by the Board by application of this provision shall be paid to OAPSE following each pay.
5. All monies collected shall be forwarded by the Board Treasurer to the State OAPSE Treasurer along with a list of names and amount credited each month. The Local OAPSE Treasurer may, upon request, receive a duplicate list of names and amount. Local dues shall be paid by the State OAPSE Treasurer back to the Local in care of the Local OAPSE Treasurer upon receipt of the funds from the Board Treasurer.
6. The Board agrees to make deductions from each paycheck of any employee who voluntarily requests to make contributions to AFSCME PEOPLE through payroll deduction. Said requests shall be made in writing to the Board Treasurer and may be cancelled at any time by the employee. Said deductions shall be forwarded to the OAPSE state office on a monthly basis listing the name of each employee and the amount deducted.
7. The Board Treasurer shall furnish the OAPSE Treasurer with hire dates, step level position and yearly salaries for all newly hired employees at the end of the new employee's probationary period.

**ARTICLE 52**  
**S. E. R. S. EMPLOYEE PAID TAX-EXEMPT**  
**RETIREMENT BENEFIT**

1. The Board shall "pick-up" contributions to the State Employees Retirement System ("SERS") on behalf of bargaining unit members in accordance with the following:
  - A. For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (a) deferred salary; and (b) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period that is required from time to time by the State Employees Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pick-up" of the SERS employee contribution otherwise payable by said member (i.e., the amount to be picked-up and paid on behalf of each employee shall be the current rate required by O.R.C. 3309.47 of the Ohio Revised Code which sets forth the nonteaching employee's required contribution). A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Contract (including pick-up amounts) and its

employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
  - C. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
  - D. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  - E. The pick-up shall apply to all compensation earned thereafter including supplemental earnings.
2. The pick-up shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose (i.e., severance pay, and similar matters shall be based upon the published salary schedule).

**ARTICLE 53**  
**TUITION-FREE ENROLLMENT FOR**  
**CHILDREN OF EMPLOYEES**

Employees who do not reside in the Clearview Local School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if an employee's child(ren) are determined not to be eligible for attendance through that Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or are denied attendance by operation of the Policy may the child(ren) still attend school in the District without paying tuition by operation of this provision (i.e., the Board shall waive his/her/their tuition based on the conditions set forth below). Tuition for pre-school students is specifically excluded from the provisions of this Article.

In the event that an employee's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:

1. Said child's enrollment shall not violate the District's class size policy outlined in the Board's Contract with the Clearview Education Association. If said child's enrollment impacts the class size policy, the parent/employee of the enrolled child(ren) must agree to pay the class size stipend of Article 11 of the Board's Contract with the Clearview Education Association to the Board in order for his/her child to attend.

The employee must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the Clearview Local School District the following year.

Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.

2. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.
3. The Board agrees to waive the July 1<sup>st</sup> notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.

The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility, hire an additional staff person, or contract with an outside educational facility to educate the student because the student cannot receive a free appropriate public education in the District (i.e., the student's least restrictive placement is a separate or residential facility). Any child who has been accepted by the District prior to March 1, 2020, and is receiving his/her education in a separate or residential facility is exempt from the terms of this paragraph. Any child who has been accepted by the District prior to March 1, 2020, and is being educated within the District but at a later date is determined to require a separate or residential facility in order to receive a free appropriate public education will only be able to remain enrolled in the District through the conclusion of the school year in which it is determined the child requires a separate or residential facility.

#### **ARTICLE 54** **APPLICATION FOR PROFESSIONAL GROWTH**

Application for professional growth may be approved by the Superintendent. Application must be submitted in writing no less than thirty (30) days before the scheduled activity. Employees must also record their request for / use of Professional Growth Leave through the District's automated online absence management system (e.g., Aesop).

Release time may be granted by the Superintendent if the activity occurs during work hours for contracted days.

**ARTICLE 55**  
**CAFETERIA OPERATIONS**

Every effort should be made to make cafeteria operations self-supporting. To assist in this effort, the Cafeteria Supervisor will meet with the head cooks three (3) times per school year to discuss the business-financial status of the cafeteria operation.

Should the cafeteria operation enter into a deficit situation, OAPSE and the administration shall meet to discuss the options available.

When an outside group is approved to use the Cafeteria and it requests to use kitchen/cooking equipment, a cafeteria employee (i.e., Head Cook, Assistant Cook, or Cook Helper) will be on duty and paid at the flat rate of \$15.00 / hour.

**ARTICLE 56**  
**OSHA REQUIREMENTS**

The Federal OSHA standard requires employers to identify employees who may be at occupational risk for Hepatitis B exposure. OAPSE and the Board agree to the following provisions to implement Federal mandated OSHA requirements:

1. All OAPSE bargaining unit members have been determined by the Board to be classified in positions that may have contact with blood-borne pathogens and bodily fluids that create a risk for exposure to Hepatitis B.
2. OAPSE and the Board agree to have all employees afforded the opportunity to participate in a County Health District administered Hepatitis B Inoculation program to comply with OSHA mandate.
3. OAPSE and the Board agree that all employees will be afforded Hepatitis B inoculations and post-exposure treatment at no out-of-pocket expense to the employees. The Hepatitis B employee vaccine program (see health program provisions) will be implemented for insured members and at Board expense for non-insured members. All employees must comply with OSHA standards for reporting exposure incidents on Board-provided forms.
4. All employees electing not to receive the Hepatitis B inoculation program will be required to sign a waiver indicating an opportunity for the inoculations was presented but they decline to receive inoculations at this time. Such employees may receive the inoculations at a later time by making a written request to the Superintendent.

**ARTICLE 57**  
**SMOKE-FREE SCHOOL ENVIRONMENT**

Members of the bargaining unit are guaranteed a tobacco-free work environment. Use of tobacco is prohibited in all school buildings and on all school grounds. Use of tobacco includes, but is not limited to, smoking cigarettes (including e-cigarettes and vape pens), cigars and/or pipes, using smokeless or chew tobacco, and smoking clove cigarettes.

**ARTICLE 58**  
**WAGE SETTLEMENT FOR 2020-2023**

Salary will be at the rates listed in the attached index (see Appendix A).

- A. 2023-2024 = 2022-2023 Base plus three percent (3.0%)
- B. 2024-2025 = 2023-2024 Base plus three percent (3.0%)
- C. 2025-2026 = 2024-2025 Base plus three percent (3.0%)

ARTICLE 58 CONTINUES AT THE END OF THIS DOCUMENT AS AN APPENDIX LISTING SALARY SCHEDULES FOR 2023-2026.

During the term of this Contract (2023-2026), in any year when an employee is at Step 10 (i.e., does not have a new Step to move to), the employee will be paid a 1.5% one-time stipend (based on the employee's base pay – i.e., hourly wage x regularly scheduled hours x number of schedule workdays) in the second pay of July following that school year. For example, if a Bus Driver is at Step 9 in the 2022-2023 school year, the Driver will move to Step 10 for the 2023-2024 school year. For the 2024-2025 and 2025-2026 school years, the Driver will stay at Step 10, but will receive a one-time stipend equivalent to 1.5% of his/her base wages in the second pay of July 2025 and July 2026.\*

*\* This paragraph sunsets at the end of this Contract (i.e., on June 30, 2026).*

**ARTICLE 59**  
**MAINTENANCE PERSONNEL**

1. **Alarm Drops:** Maintenance employees shall be contacted to respond to Alarm Drops in the following order:
  - A. High School: High School; Durling; Vincent
  - B. Durling: Durling; Vincent; High School
  - C. Vincent: Vincent; High School; Durling



A maintenance employee shall not respond to an Alarm Drop unless he/she speaks directly with the Security Company, the Superintendent, his/her direct supervisor, or the Sheriff; maintenance employees should not report to the building based solely upon receipt of a voicemail.


2. Overtime involving regular maintenance work will be offered on a rotation basis based upon seniority.
3. Extra Duty Assignments (i.e., set-up/supervision/clean-up of an outside organization's rental of school facilities):
  - A. When an inside group (e.g., athletics, PTO, Booster) rents / uses a school facility, the Extra Duty Assignment will be offered to all Cleaners Districtwide on a rotational basis based on seniority.
  - B. When an outside organization rents a school facility, the Extra Duty Assignment will offered to all Maintenance employees Districtwide on a rotational basis based on seniority.
  - C. An employee accepting an Extra Duty Assignment may be assigned to perform other duties within their job description while supervising the outside organization's event.

### MASTER AGREEMENT

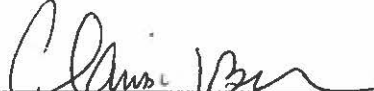
This Agreement is made and entered into this 1<sup>st</sup> day of July, 2023, by and between the Clearview Local Board of Education hereinafter referred to as the Board, and the Ohio Association of Public School Employees and its affiliate, the Ohio Association of Public School Employees, Chapter #517 of which is hereinafter referred to as the OAPSE affiliated with AFSCME and the AFL-CIO.

OAPSE and the Board hereby agree that this Agreement will be in effect from July 1, 2023, until June 30, 2026.

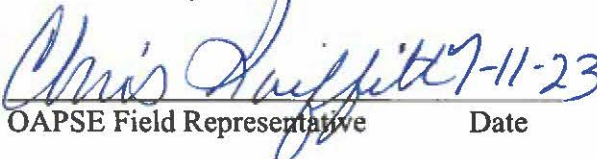
 7/11/23  
 \_\_\_\_\_  
 President, Clearview Local BOE Date

 7-11-23  
 \_\_\_\_\_  
 President, OAPSE, Chapter #517 Date

 7/11/2023  
 \_\_\_\_\_  
 Treasurer, Clearview Local BOE Date

 7-11-23  
 \_\_\_\_\_  
 Vice President, OAPSE #517 Date

 7-11-2023  
 \_\_\_\_\_  
 Superintendent, Clearview Local BOE Date

 7-11-23  
 \_\_\_\_\_  
 OAPSE Field Representative Date

**APPENDIX A  
CLASSIFIED EMPLOYEES' SALARY SCHEDULE  
2023 – 2026**

<b>EDUCATION ASSISTANTS</b>				
<b>Library Aide</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>16.56</b>	<b>17.06</b>	<b>17.57</b>
	<b>1</b>	<b>16.97</b>	<b>17.48</b>	<b>18.01</b>
	<b>2</b>	<b>17.57</b>	<b>18.10</b>	<b>18.64</b>
	<b>3</b>	<b>18.13</b>	<b>18.67</b>	<b>19.23</b>
	<b>4</b>	<b>18.67</b>	<b>19.23</b>	<b>19.81</b>
	<b>5</b>	<b>19.49</b>	<b>20.07</b>	<b>20.67</b>
	<b>6</b>	<b>20.19</b>	<b>20.79</b>	<b>21.42</b>
	<b>7</b>	<b>20.89</b>	<b>21.52</b>	<b>22.16</b>
	<b>8</b>	<b>21.51</b>	<b>22.15</b>	<b>22.82</b>
	<b>9</b>	<b>21.83</b>	<b>22.48</b>	<b>23.15</b>
	<b>10</b>	<b>22.16</b>	<b>22.82</b>	<b>23.50</b>
<b>Teacher Aide</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>16.56</b>	<b>17.06</b>	<b>17.57</b>
	<b>1</b>	<b>16.97</b>	<b>17.48</b>	<b>18.01</b>
	<b>2</b>	<b>17.57</b>	<b>18.10</b>	<b>18.64</b>
	<b>3</b>	<b>18.13</b>	<b>18.67</b>	<b>19.23</b>
	<b>4</b>	<b>18.67</b>	<b>19.23</b>	<b>19.81</b>
	<b>5</b>	<b>19.49</b>	<b>20.07</b>	<b>20.67</b>
	<b>6</b>	<b>20.19</b>	<b>20.79</b>	<b>21.42</b>
	<b>7</b>	<b>20.89</b>	<b>21.52</b>	<b>22.16</b>
	<b>8</b>	<b>21.51</b>	<b>22.15</b>	<b>22.82</b>
	<b>9</b>	<b>21.83</b>	<b>22.48</b>	<b>23.15</b>
	<b>10</b>	<b>22.16</b>	<b>22.82</b>	<b>23.50</b>
<b>ISS Monitor</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>16.56</b>	<b>17.06</b>	<b>17.57</b>
	<b>1</b>	<b>16.97</b>	<b>17.48</b>	<b>18.01</b>
	<b>2</b>	<b>17.57</b>	<b>18.10</b>	<b>18.64</b>
	<b>3</b>	<b>18.13</b>	<b>18.67</b>	<b>19.23</b>
	<b>4</b>	<b>18.67</b>	<b>19.23</b>	<b>19.81</b>
	<b>5</b>	<b>19.49</b>	<b>20.07</b>	<b>20.67</b>
	<b>6</b>	<b>20.19</b>	<b>20.79</b>	<b>21.42</b>
	<b>7</b>	<b>20.89</b>	<b>21.52</b>	<b>22.16</b>
	<b>8</b>	<b>21.51</b>	<b>22.15</b>	<b>22.82</b>
	<b>9</b>	<b>21.83</b>	<b>22.48</b>	<b>23.15</b>
	<b>10</b>	<b>22.16</b>	<b>22.82</b>	<b>23.50</b>

<b>Study Hall Monitor</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.58</b>	<b>18.11</b>	<b>18.65</b>
	<b>6</b>	<b>18.20</b>	<b>18.75</b>	<b>19.31</b>
	<b>7</b>	<b>18.75</b>	<b>19.31</b>	<b>19.89</b>
	<b>8</b>	<b>19.02</b>	<b>19.59</b>	<b>20.18</b>
	<b>9</b>	<b>19.31</b>	<b>19.89</b>	<b>20.49</b>
	<b>10</b>	<b>19.60</b>	<b>20.19</b>	<b>20.79</b>
<b>Monitors</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.43</b>	<b>17.95</b>	<b>18.49</b>
	<b>6</b>	<b>17.94</b>	<b>18.48</b>	<b>19.04</b>
	<b>7</b>	<b>18.22</b>	<b>18.77</b>	<b>19.33</b>
	<b>8</b>	<b>18.49</b>	<b>19.04</b>	<b>19.61</b>
	<b>9</b>	<b>18.77</b>	<b>19.33</b>	<b>19.91</b>
<b>Latchkey</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.43</b>	<b>17.95</b>	<b>18.49</b>
	<b>6</b>	<b>17.94</b>	<b>18.48</b>	<b>19.04</b>
	<b>7</b>	<b>18.22</b>	<b>18.77</b>	<b>19.33</b>
	<b>8</b>	<b>18.49</b>	<b>19.04</b>	<b>19.61</b>
	<b>9</b>	<b>18.77</b>	<b>19.33</b>	<b>19.91</b>

<b>CAFETERIA PERSONNEL</b>				
<b>Head Cook</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>22.39</b>	<b>23.06</b>	<b>23.76</b>
	<b>1</b>	<b>23.19</b>	<b>23.88</b>	<b>24.60</b>
	<b>2</b>	<b>23.89</b>	<b>24.60</b>	<b>25.34</b>
	<b>3</b>	<b>24.24</b>	<b>24.96</b>	<b>25.71</b>
	<b>4</b>	<b>24.61</b>	<b>25.34</b>	<b>26.11</b>
	<b>5</b>	<b>24.97</b>	<b>25.72</b>	<b>26.49</b>
<b>Assistant Cook</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>20.17</b>	<b>20.77</b>	<b>21.40</b>
	<b>1</b>	<b>20.88</b>	<b>21.50</b>	<b>22.15</b>
	<b>2</b>	<b>21.50</b>	<b>22.14</b>	<b>22.81</b>
	<b>3</b>	<b>21.82</b>	<b>22.47</b>	<b>23.14</b>
	<b>4</b>	<b>22.15</b>	<b>22.81</b>	<b>23.49</b>
	<b>5</b>	<b>22.47</b>	<b>23.15</b>	<b>23.84</b>
<b>Cook Helper</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.58</b>	<b>18.11</b>	<b>18.65</b>
	<b>6</b>	<b>18.19</b>	<b>18.74</b>	<b>19.30</b>
	<b>7</b>	<b>18.82</b>	<b>19.38</b>	<b>19.96</b>
	<b>8</b>	<b>19.48</b>	<b>20.06</b>	<b>20.66</b>
	<b>9</b>	<b>20.06</b>	<b>20.67</b>	<b>21.29</b>
	<b>10</b>	<b>20.36</b>	<b>20.97</b>	<b>21.60</b>

<b>SECRETARIAL-CLERICAL</b>				
<b>Secretary</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>17.58</b>	<b>18.11</b>	<b>18.65</b>
	<b>1</b>	<b>18.13</b>	<b>18.67</b>	<b>19.23</b>
	<b>2</b>	<b>18.67</b>	<b>19.23</b>	<b>19.81</b>
	<b>3</b>	<b>19.23</b>	<b>19.81</b>	<b>20.40</b>
	<b>4</b>	<b>19.97</b>	<b>20.57</b>	<b>21.19</b>
	<b>5</b>	<b>20.76</b>	<b>21.39</b>	<b>22.03</b>
	<b>6</b>	<b>21.50</b>	<b>22.14</b>	<b>22.81</b>
	<b>7</b>	<b>22.22</b>	<b>22.88</b>	<b>23.57</b>
	<b>8</b>	<b>23.02</b>	<b>23.71</b>	<b>24.42</b>
	<b>9</b>	<b>23.83</b>	<b>24.55</b>	<b>25.29</b>
	<b>10</b>	<b>24.54</b>	<b>25.28</b>	<b>26.04</b>

<b>TRANSPORTATION PERSONNEL</b>				
<b>Bus Driver</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>18.67</b>	<b>19.23</b>	<b>19.81</b>
	<b>1</b>	<b>19.23</b>	<b>19.81</b>	<b>20.40</b>
	<b>2</b>	<b>19.85</b>	<b>20.44</b>	<b>21.06</b>
	<b>3</b>	<b>20.39</b>	<b>21.01</b>	<b>21.64</b>
	<b>4</b>	<b>20.95</b>	<b>21.58</b>	<b>22.23</b>
	<b>5</b>	<b>21.79</b>	<b>22.45</b>	<b>23.12</b>
	<b>6</b>	<b>22.56</b>	<b>23.23</b>	<b>23.93</b>
	<b>7</b>	<b>23.36</b>	<b>24.06</b>	<b>24.78</b>
	<b>8</b>	<b>24.17</b>	<b>24.90</b>	<b>25.65</b>
	<b>9</b>	<b>25.01</b>	<b>25.76</b>	<b>26.53</b>
	<b>10</b>	<b>25.76</b>	<b>26.53</b>	<b>27.33</b>
<b>Bus Monitor / Bus Driver</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>15.99</b>	<b>16.47</b>	<b>16.96</b>
	<b>1</b>	<b>16.51</b>	<b>17.01</b>	<b>17.52</b>
	<b>2</b>	<b>17.08</b>	<b>17.59</b>	<b>18.12</b>
	<b>3</b>	<b>17.61</b>	<b>18.14</b>	<b>18.69</b>
	<b>4</b>	<b>18.21</b>	<b>18.76</b>	<b>19.32</b>
	<b>5</b>	<b>18.85</b>	<b>19.41</b>	<b>20.00</b>
	<b>6</b>	<b>19.42</b>	<b>20.00</b>	<b>20.60</b>
	<b>7</b>	<b>19.70</b>	<b>20.30</b>	<b>20.90</b>
	<b>8</b>	<b>20.00</b>	<b>20.60</b>	<b>21.22</b>
	<b>9</b>	<b>20.30</b>	<b>20.91</b>	<b>21.54</b>
<b>Bus Monitor</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.43</b>	<b>17.95</b>	<b>18.49</b>
	<b>6</b>	<b>17.94</b>	<b>18.48</b>	<b>19.04</b>
	<b>7</b>	<b>18.22</b>	<b>18.77</b>	<b>19.33</b>
	<b>8</b>	<b>18.49</b>	<b>19.04</b>	<b>19.61</b>
	<b>9</b>	<b>18.77</b>	<b>19.33</b>	<b>19.91</b>

<b>Crossing Guard</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.61</b>	<b>15.04</b>	<b>15.49</b>
	<b>1</b>	<b>15.15</b>	<b>15.61</b>	<b>16.07</b>
	<b>2</b>	<b>15.71</b>	<b>16.18</b>	<b>16.66</b>
	<b>3</b>	<b>16.26</b>	<b>16.75</b>	<b>17.25</b>
	<b>4</b>	<b>16.85</b>	<b>17.36</b>	<b>17.88</b>
	<b>5</b>	<b>17.58</b>	<b>18.11</b>	<b>18.65</b>
	<b>6</b>	<b>18.20</b>	<b>18.75</b>	<b>19.31</b>
	<b>7</b>	<b>18.75</b>	<b>19.31</b>	<b>19.89</b>
	<b>8</b>	<b>19.02</b>	<b>19.59</b>	<b>20.18</b>
	<b>9</b>	<b>19.31</b>	<b>19.89</b>	<b>20.49</b>
	<b>10</b>	<b>19.60</b>	<b>20.19</b>	<b>20.79</b>

<b>MAINTENANCE PERSONNEL</b>				
<b>Maintenance</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>22.93</b>	<b>23.62</b>	<b>24.32</b>
	<b>1</b>	<b>23.71</b>	<b>24.42</b>	<b>25.15</b>
	<b>2</b>	<b>24.54</b>	<b>25.28</b>	<b>26.04</b>
	<b>3</b>	<b>25.42</b>	<b>26.18</b>	<b>26.97</b>
	<b>4</b>	<b>26.28</b>	<b>27.06</b>	<b>27.88</b>
	<b>5</b>	<b>27.20</b>	<b>28.02</b>	<b>28.86</b>
	<b>6</b>	<b>28.02</b>	<b>28.86</b>	<b>29.72</b>
	<b>7</b>	<b>28.44</b>	<b>29.29</b>	<b>30.17</b>
	<b>8</b>	<b>28.86</b>	<b>29.73</b>	<b>30.62</b>
	<b>9</b>	<b>29.29</b>	<b>30.17</b>	<b>31.08</b>
<b>Cleaner</b>	<b>Step</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
	<b>0</b>	<b>14.62</b>	<b>15.05</b>	<b>15.51</b>
	<b>1</b>	<b>15.24</b>	<b>15.70</b>	<b>16.17</b>
	<b>2</b>	<b>15.85</b>	<b>16.33</b>	<b>16.82</b>
	<b>3</b>	<b>16.46</b>	<b>16.95</b>	<b>17.46</b>
	<b>4</b>	<b>17.07</b>	<b>17.58</b>	<b>18.11</b>
	<b>5</b>	<b>17.69</b>	<b>18.22</b>	<b>18.76</b>
	<b>6</b>	<b>18.28</b>	<b>18.83</b>	<b>19.40</b>
	<b>7</b>	<b>18.89</b>	<b>19.46</b>	<b>20.04</b>
	<b>8</b>	<b>19.50</b>	<b>20.08</b>	<b>20.69</b>
	<b>9</b>	<b>20.09</b>	<b>20.69</b>	<b>21.31</b>
	<b>10</b>	<b>20.39</b>	<b>21.01</b>	<b>21.64</b>



**APPENDIX B**  
**GRIEVANCE FORM**

NAME OF GRIEVANT(S): \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

DATE OF STEP 1 DISCUSSION: \_\_\_\_\_

A.     STATEMENT OF GRIEVANCE (Set forth a clear and concise description of the grievance. Specify all provisions of the Agreement alleged to be violated, misinterpreted or misapplied. Any provisions not identified in writing as having been violated, misinterpreted, or misapplied may not be raised later in the grievance procedure.):

B.     RELIEF SOUGHT:

\_\_\_\_\_  
Signature(s) of Grievant(s)

\_\_\_\_\_  
Signature of Person Receiving Grievance  
at Initial Filing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STEP 2 DECISION:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

UNION'S RESPONSE TO STEP 2 DECISION:

- \_\_\_\_\_ Accept Decision.
- \_\_\_\_\_ Do not agree with Decision but decline to appeal to Step 3.
- \_\_\_\_\_ Appeal to Step 3.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

STEP 3 DECISION:

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

UNION'S RESPONSE TO STEP 3 DECISION:

- \_\_\_\_\_ Accept Decision.
- \_\_\_\_\_ Do not agree with Decision but decline to appeal to Step 4.
- \_\_\_\_\_ Appeal to Step 4 (i.e., demand arbitration) – this Form should be given to the Treasurer and the Superintendent.

\_\_\_\_\_  
OAPSE Representative's Signature

\_\_\_\_\_  
Date

## CLEARVIEW NEGOTIATIONS 2023

### CONSENSUS STATEMENT

During the negotiations for a successor agreement to the Agreement between OAPSE and the Clearview Local School District Board of Education, the parties reached consensus on the following topic:

With respect to Article 30, Paragraph 6 – Working Spouse Mandatory Enrollment Rule, the Parties clarify their intent as follows:

1. The Working Spouse Rule does not apply to married couples who are employed by the Board.
2. Any married couple employed by the Board can elect family coverage regardless of whether they have dependents. Only one spouse may enroll in the group plan and indicate that the other spouse and any dependents will be covered by the family plan. In the alternative, the Board may issue two (2) single plans in lieu of a family plan to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single plans is less than the cost of the family plan.
3. For those Board employees who are married and have working spouses who are enrolled in their outside employers' insurance plans, the Board agrees to reimburse those employees up to One Hundred Seventy-Five Dollars (\$175.00) per month of actual documented premium costs paid by the employer's spouse to his/her employer for single or family plans and prescription and drug medical coverage. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Board Treasurer by September 1 of each year. Reimbursement shall be made by the Board Treasurer within thirty (30) days of receipt of the request or by the second payroll in September of each year, whichever is later.
4. With respect to Article 12 – Job Descriptions, the Association shall have until August 1, 2023, to identify any job descriptions that the Association wants to have reviewed. The District will review the identified job descriptions by October 31, 2023, and notify the OAPSE President of the anticipated changes by that date. Any changes will go into effect on January 1, 2024, unless the change needs to be implemented immediately.