

Agreement between the Columbus School Employees Association

And the

Board of Education of the City of Columbus School District

Effective September 1, 2021 through July 31, 2023

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THIS AGREEMENT, entered into at Columbus, Ohio, October 19, 2021, between the BOARD OF EDUCATION OF THE CITY OF COLUMBUS SCHOOL DISTRICT (*hereinafter referred to as the "Board"*), and the COLUMBUS SCHOOL EMPLOYEES ASSOCIATION, the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, OAPSE/AFSCME LOCAL 4, AFL-CIO (*hereinafter referred to as the "Union"*)

ARTICLE 1 — RECOGNITION

Recognition. The Board recognizes the Union as the sole and exclusive bargaining representative for all employees in the following described unit:

The bargaining unit includes all full-time and regular part-time Civil Service Employees of the school district and all instructional assistants employed by the school district, except that supervisory, confidential, and management level employees, as those terms are defined in Ohio Revised Code Section 4117.01(F), (J), and (K), are excluded from the bargaining unit. Such supervisory and management level employees are not included in the list of classifications paid in accordance with the pay ranges adopted in connection with this agreement. There shall be a total of six (6) clerical positions designated as confidential as defined in O.R.C. Section 4117.01(C)(6). Said employees will not participate in OAPSE DAY.

1.1 Definition of "Employee". The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.

ARTICLE 2 — DISCRIMINATION AND HARASSMENT

2.1 Discrimination. There shall be no discrimination, retaliation or intimidation by the Board or the Union against any employee solely as a result of, or because of such employee's race, color, creed, sex, age, national origin, or membership or non-membership in the Union.

2.2 Harassment. Harassment as defined in board of education policy (4362), is not permitted in the Columbus City Schools.

ARTICLE 3 — MANAGEMENT CLAUSE

3.1 Management Rights. The Board retains the sole right and authority to manage the schools of the Columbus City School District. Except as limited by the specific terms of this Agreement this shall include, but not be limited to, the right to direct the Civil Service work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote the employees; to schedule the days and hours of work, and starting and quitting times of employees; to hire, discharge and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools.

3.2 Appointing Authority. The parties recognize that, for the purposes of this Agreement, the “Appointing Authority” for the employees covered by this Agreement for the purpose of hiring, employee discipline and discharge shall be the designated Human Resources administrator or other Central Office Administrator designated by the Board and Superintendent. Any disciplinary actions greater than a three day suspension, (including demotions and discharges) shall be acted on by the Board of Education subsequent to the conclusion of any appeal to the Civil Service Commission or Arbitration, or when the appeal period has closed. All other personnel matters, including determining layoffs and job abolishments shall require action by the Board itself in advance.

ARTICLE 4 — UNION REPRESENTATION

4.1 Union Duties. The Union shall represent all employees of the school system within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

4.2 Union Dues.

- A. The Board agrees to honor dues deduction authorizations executed by the employee in favor of the Union in accordance with provisions of the Revised Code of Ohio. Dues deduction revocation shall be in accordance with the terms specifically listed on the signed membership application/dues check-off authorization. The OAPSE State Office shall notify the Treasurer in writing when dues deductions shall be terminated.

- B. Union dues as certified annually on or before August 1 (provided, if the Board has not furnished to the Union in a timely fashion the information needed to calculate the dues, this date shall be extended to give the Union a reasonable amount of time to transmit the information to the Board), shall be deducted in twenty (20) equal and consecutive biweekly installments for all employees regardless of length of work year. The first installment shall be made from the first full pay period for school year employees. The charge made by the Board for such deduction privileges shall not be more than fifteen cents (\$.15) for such deductions up to twenty (20) in a year. Such charge may be deducted from the first installment of the employee dues. The Union agrees that dues deductions for all locals under the jurisdiction of the Columbus School Employees Association (CSEA) shall be paid directly to the OAPSE State Office on a monthly basis. The Board shall not be responsible for any dues deductions after the employee’s employment terminates.

- C. The Union shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to the Board’s Treasurer (all hereinafter, “the indemnities”), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnities,

or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article.

4.3 Union Stewards.

- A. The Union may designate Union Stewards at each school building or physically separated establishment or work area of the Board, one of whom shall be designated the Chief Steward. The Union Steward may also be the Local President or his/her designee. The Chief Steward and any other Union Steward shall be identified by location by the Union for the Board. Union business, including the investigation or processing of grievances shall not be conducted by such stewards on school board time and shall not, in fact, interfere with the work assignment of any other employee.

- B. A limit of one Union Steward involved in the attendance at a grievance hearing for any step of the grievance/discipline procedure, after the grievance has been reduced to writing, shall be provided released time in connection with attendance at such grievance proceeding.

4.4 Privileges of the CSEA President. The President of the CSEA or, in his/her absence, the Vice President of CSEA, shall have the privileges accorded to Union Stewards.

4.5 Access to Premises. Official OAPSE field representatives and/or Union Stewards may consult with employees of the bargaining unit before the start of and at the completion of the day's work and shall be permitted access to work areas at such times only for the purposes of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended to include access to work areas at other times subject to the approval of the head supervisory person in the building and subject to the understanding that work assignments are not, in fact, to be interfered with, except with approval of the head supervisory person in the building. Visits in accordance with the immediately preceding sentence shall be by prior arrangement with the head supervisory person except in an emergency. Such a field representative, Union Steward, or CSEA officer shall, after entering a building during normal school hours, first inform the head supervisory person in the building of his/her presence. The Board will be supplied with a list of authorized field representatives, Union Stewards, and CSEA officers, which list shall be kept current by the Union. The Board shall furnish to the Union the names of the head supervisors of all work locations.

4.6 Information Provided to Union by the Board.

- A. The Board agrees to make available to the Union a list of the names and addresses of employees eligible for the bargaining unit setting forth the job classifications and work locations to which each new employee is assigned. Such list will be made available every month.

- B. The Board shall supply the Union with the name, address, social security number, hire date, hourly rate, standard weekly hours, pay company, class title, class title code, and file number generally within one (1) week after Board action to employ.
- C. The Board will include employees on both active status and leave status when reporting W-2 earnings to OAPSE for dues calculation purposes. If this does not correct the concern regarding dues deductions from employees returning from leave, the parties will continue to seek a mutually acceptable remedy.

4.7 OAPSE Day. There is hereby established OAPSE Day, which day shall be the third Friday in October. Bargaining unit employees shall be released without loss of salary to attend the annual district OAPSE meeting as a professional day on such day. An employee wishing to attend the OAPSE meeting shall make a prior written request to his/her immediate superior as defined in Section 6.3 of this Agreement. Where the operation of the school district requires that certain personnel be on duty, priority in the following order shall be given to those making a written request to attend OAPSE Day:

- A. Officers of the OAPSE Central District;
- B. Officers of the CSEA;
- C. Local officers;
- D. Others.

4.8 Union Leave.

- A. The Board shall authorize a pool of up to a total of 180 days with pay per fiscal year for use of members of the bargaining unit who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business. Such leaves will be granted upon written application from the President of CSEA made not less than five (5) work days in advance to the Director, Classified Personnel. In no event shall more than two (2) employees be granted such a paid leave on the same day from any classification with thirty (30) or less employees. The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/ or vacation, may result in leave under the provision being denied. Leave requested from this pool of days to attend the OAPSE annual convention shall generally be granted.
- B. Additionally, if requested by the President of CSEA, employees that are officers on the state or district level may be granted leave without pay for Union business provided the Union reimburses the Board for the employees' wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than five (5) workdays in advance to the Director, Classified Personnel. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

- C. The Board shall grant leave to one state OAPSE officer. Such leave shall be granted for the time needed provided the Board is given one week advance notice. In the case of an emergency, notice may be given within forty-eight (48) hours of the meeting. OAPSE shall reimburse the Board for the full cost of wages and all other Board provided benefits for all leave(s) granted to the state OAPSE officer. The Board may hire a substitute employee to work in place of the state OAPSE officer.

4.9 Mail Service to Union Office. The Union office, as designated annually by the President of CSEA, shall be included on a regular school building mail route provided such office is in a location that can be reasonably scheduled on an existing mail route.

4.10 Use of School Equipment. The CSEA officers and/or Union Stewards may request to use individual school office equipment (including audio visual equipment) when such equipment is not otherwise in use. Such request must be made to the appropriate administrator or supervisor at that specific work site. Permission to use such equipment will not be unreasonably withheld.

4.11 AFSCME-PEOPLE. The Board agrees to deduct from the wages of any employee an AFSCME- PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Payroll deductions for AFSCME- PEOPLE shall be made available to employees as follows:

- A. AFSCME-PEOPLE payroll deductions shall be made sixteen (16) times a fiscal year for school year employees and twenty (20) times a fiscal year for 12-month employees from the same paychecks that charity payroll deductions are made as published annually in payroll schedules prepared by the Office of the Treasurer.
- B. A payroll deduction must be for a minimum of \$1.00 and in full dollar increments.
- C. When OAPSE is capable of accommodating electric transfer of funds for union dues, AFSCME-PEOPLE, and agency fees for those members and non-members with direct deposit shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date. For all others, the transmission shall be by the third Columbus City Schools business day following the employee's pay date or as soon as possible thereafter.
- D. Payroll deduction forms may be submitted to the Office of the Treasurer at any time. The payroll deductions will begin as soon as practical.

- E. A bargaining unit member may stop AFSCME-PEOPLE payroll deductions by requesting such in a letter to the Treasurer. Payroll deductions will be canceled as soon as practical after receipt of the letter.

4.12 WCBE Announcements. The Union will be provided access to have announcements related to the Union made on WCBE. The extent of this access and any requirements and/or restrictions will be communicated to the President of CSEA.

4.13 Labor-Management Meetings and Committees.

- A.
 - 1. For the purposes of continuing to work jointly to solve any workplace issues involving CSEA, the Union and the Board agree to establish and maintain a labor-management committee (LMC). The LMC will be chaired by the President of CSEA and the Director of Labor Management and Employee Relations and each may appoint seven (7) additional members to the LMC. The parties will mutually set agendas in advance, and each may invite up to three (3) guests based on agenda items for any given meeting. The LMC will meet on a regular basis, generally once per month during the school year or upon mutually agreed times. All provisions of Article 6, Grievance, remain in full force and effect.
 - 2. Local Labor-Management Meetings may be called by mutual agreement. Meetings may be held for a specific Local. The parties shall agree upon an agenda prior to the meeting.
- B. Insurance Committee. The parties agree to continue a joint committee consisting of five (5) persons appointed by the CSEA President(s) and four (4) persons appointed by the Superintendent. The CSEA President and the Superintendent shall each name a co-chair.
 - 1. Mission: To provide leadership and guidance in the management of the district's health benefits provided for the OAPSE bargaining unit.
 - 2. Decisions: All attempts will be made to utilize consensus decision making strategies, however, in lieu of such, a 2/3 vote of the membership will be required to pass a resolution. Each bargaining unit will maintain control over its respective plan design independent of other groups.
 - 3. Scope: The joint committee shall make recommendations to the board of education on matters including but not limited to, plan design, wellness programs, coverage for other members of the employee's household, funding levels, premium and employee contribution levels for the OAPSE bargaining unit. The Joint Health Committee shall make recommendations to both the Board of Education and to CSEA. Once both parties have voted and ratified/approved the changes, the Superintendent and CSEA President may sign the agreement.

4. Meetings: Meetings will be scheduled as needed by the co-chairs. Each meeting will have a regular recorder (non-voting). A quorum is required consisting of at least three (3) members from CSEA and two (2) members from administration. The joint committee will make recommendations on the selection of providers and consultants.
- C. Health and Safety Committee. The Board and the Union shall establish a labor-management health and safety committee. The committee shall be composed of at least four (4) representatives appointed by the Board and four (4) representatives appointed by the Union; however, those members whose locals or departments are directly involved with specific agenda items shall attend. The duties of the Committee will be to analyze injury data, identify safety-related problems, recommend safe work practices, procedures and equipment improvements, promote awareness and encourage compliance with safety rules, the use of safety equipment Risk Reduction Program models.

Similar committees may be established by each local, consisting of at least one classified representative from each department within the local and the department head or designee.

Meeting of the Health and Safety Committee shall be held outside of regular working hours, with a limit of one hour unless extended by mutual agreement. Employees shall be paid their regular rate for attendance at Health and Safety Committee meetings of Employees shall not be compensated for attending meetings of committees established by a local.

The Board shall provide adequate changing facilities in each applicable location. The Board and OAPSE will develop procedures for changing students, notifying parents and principals of the need for appropriate clothing and supplies.

- D. Employee Assistance Program (EAP). The President of CSEA shall have the right to appoint at least as many members to the committee established to oversee an Employee Assistance Program (EAP) for all Columbus City Schools employees as any other employee organization represented.
- E. CSEA Building Committee. Each school shall have a CSEA Building Council (CBC) to be organized during the first month of the school year, consisting of four (4) persons, which will meet with the principal/designee at least twice per school year. Two (2) members of the CBC shall be elected by secret ballot of the CSEA bargaining unit members assigned to the building, and the remaining one (1) member of the CBC shall be appointed by the principal, and the other member of the CBC shall be the principal/designee. The CBC shall be advisory only and is intended to make sure the CSEA unit employees are heard in developing policies and programs for the school involved.

- F. 1. The Board and Union shall establish a Study Committee (“Study Committee”) composed of at least four (4) administrators appointed by the Superintendent and four (4) representatives appointed by the CSEA President to review and discuss the Tier 1 and Tier 2 pay schedules and how those schedules can be revised and/or combined to achieve a shared understanding of the salary schedules and movement on the salary schedules and to discuss the implementation and possible amendment of the November 6, 2019 Memorandum of Understanding.
2. The parties agree that the Study Committee will report to the Board and the Union its findings no later than January 31, 2023.

4.14 School Continuous Improvement Teams. Any School Continuous Improvement Teams (or similar group called by another name) shall include a representative(s) of the bargaining unit.

ARTICLE 5 — CONTINUOUS PERFORMANCE PLEDGE

5.1 No Strike Clause. The members of the Union agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. Any dispute as to whether this provision has been violated shall be determined by the State Employment Relations Board (SERB).

5.2 No Lockout Provision. In recognition of this continuous performance pledge, the Board agrees there will be no “lockout” of members of the Union except if such “lockout” is a result of the Board’s inability to pay which results in the closing of all regular schools. In the event the Board determines it is necessary to close all schools in connection with actions of Board employees who are not members of the bargaining unit, school-year employees who are members of the bargaining unit may have their work year adjusted by the Board to accommodate the pupil attendance days in the adjusted school calendar provided no such school-year employee, except as a result of being on an unpaid status, shall have their days of work or their total salary for the school year reduced by such adjusted schoolcalendar. Such adjusted work year shall not be considered a “lockout.” Any dispute as to whether this provision has been violated shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.

5.3 Initiation / Participation in a Strike. Any classified employee who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 6.

5.4 Union Responsibility. The Union will make every reasonable effort to prevent or terminate violations of this Pledge.

ARTICLE 6 — GRIEVANCE PROCEDURE / ARBITRATION

6.1 Definition of “Grievance”. A grievance is defined to be any question or controversy between any employee or the Union with the Board involving:

- A. The interpretation or application of the provisions of this Agreement;
- B. The effect, reasonableness, or application of any work rule established or enforced by the Board;
- C. The discipline or discharge of any employee except to the extent that the employee has a right to appeal the discipline of more than 3 days or discharge to the civil service commission. Any discipline of more than three (3) days suspension, demotion or discharge of a non-probationary employee that cannot be appealed to the Columbus Civil Service Commission must be for just cause and can be grieved under this Article 6.

When such problems arise, an attempt must be made by the employee, the Union Steward, and the employee’s immediate superior to settle them informally. A problem which cannot be resolved informally will be processed as a grievance.

6.2 Union Class Action Grievance. In the event there is a grievance which affects a number of employees, or which involves a condition of general concern to the employees, it may be submitted as a grievance at Step 2 by the Union, provided:

- A. The grievance involves employees at more than one work location, or
- B. The grievance involves employees in more than one department, as listed in Article 7.1(B), assigned to the same work location.

6.3 Grievance Procedural Steps. An employee should first make every effort to settle differences and disputes informally without filing a grievance. In the event that an agreement cannot be reached, grievance shall be processed in the following manner:

Step 1. Within ten (10) calendar days after either an employee or the Union has knowledge of the incident which is the subject of the grievance, the employee involved (or the Union, as provided in 6.2 above) will reduce his/her supervisor or administrator. (In order to preserve his/her Civil Service appeal rights, a grievant must also complete and submit an appeal form and a copy of the grievance to the Board’s Civil Service Office within ten (10) calendar days of such occurrence. The appeal will be held until the appropriate step within the grievance process. Upon notification to the Board’s Civil Service Office by the employee or the Union that Step 3 has been reached, the appeal will be activated.) Within five (5) work days after the grievance is submitted, a hearing officer chosen by the Board will discuss

the grievance with the employee involved and attempt to resolve it. Within five (5) work days after this discussion, the hearing officer will state his/her decision in writing, attach it to the grievance form, and provide a complete copy to the grievant.

Step 2. If the grievant is not satisfied with the decision concerning his/her grievance made by the hearing officer, he/she may, within five (5) work days of his/her receipt of such decision, request such hearing officer to forward his/her grievance to the Superintendent of Schools for hearing. The Superintendent of Schools, or his/her designated representative, will schedule a hearing on the grievance within ten (10) work days of its receipt by him/her and will notify the employee and the Union of the time and place of such hearing. Within five (5) work days following such hearing, the Superintendent of Schools or his/her designee shall state his/her decision in writing, attach it to the grievance form, and forward a complete copy to the grievant.

Step 3. If the grievance is not resolved at Step 2, the employee and/or the Union, within five (5) work days following receipt of the Step 2 response, shall have the right to submit the grievance for arbitration in accordance with the procedures provided for in Article 6. In the alternative, an employee may continue the grievance as an appeal to the Municipal Civil Service Commission of the City of Columbus in accordance with the procedures established by said Commission and as hereinafter provided in Section 6.6(A), provided the appeal was filed with the Board's Civil Service Office within the prescribed ten (10) day time period. In the event the grievance concerns a matter over which the Columbus Municipal Civil Service Commission refuses to exercise or grant jurisdiction, the Union shall have the recourse to the arbitration procedure provided for in Article 6.

6.4 Failure to Appeal. The failure of the grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal in all cases (except one in which the Municipal Civil Service Commission exercises jurisdiction), and a final disposition of the grievance shall be made on the basis of the last decision given so far as the Board of Education grievance steps are applied.

6.5 Grievance Hearings, Representation and Grievant's Rights. Unless mutually agreed otherwise, all grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities, except that Step 1 hearings shall be held during the grievant's normal workday (span of day for bus drivers) unless, at the discretion of the Board, the Step 1 hearing is held at the assigned work location of the grievant. A Field representative and/or of the Union Steward may accompany and represent the grievant at all steps of the grievance procedure, however, only one such person shall serve as spoke person. The grievant shall have the right to present witnesses and question such witnesses on the matter of the grievance and shall have the right to present any other relevant evidence in his/her own behalf. An employee shall not be represented or accompanied by any other representative but an

official Union representative at any grievance or arbitration hearing. An employee may represent himself in Step 1 or in Step 2 of this procedure.

6.6 Arbitration.

- A. Arbitration must be requested in writing within thirty-five (35) calendar days after receipt of the written answer given by the Superintendent of Schools or his/her designee under Step 2 of the grievance procedures, or within thirty-five (35) calendar days after receipt of a refusal by the Municipal Civil Service Commission to exercise or grant jurisdiction, or of a final determination that the Municipal Civil Service Commission has no jurisdiction over the grievance, whichever is later.
- B. Within five (5) working days after the notice requesting arbitration has been served on the Board, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties immediately and jointly shall request the services of the American Arbitration Association. Arbitrator selection shall be governed by the voluntary rules of the American Arbitration Association.
- C. The decision of the arbitrator shall be final and binding upon the parties.
- D. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances and disputes between the parties as to the interpretation, or application, of this Agreement shall be subject to arbitration as herein provided.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Either party may request a stenographic record and bear the total expense for it. If the other party desires a copy then each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy.
- F. The Union and/or the Board may request the other to provide in advance of the arbitration hearing, documents relevant to the grievance under consideration, as well as the names of witnesses intended to be called at the hearing. Such requests shall not be unreasonably denied.
- G. Prior to the hearing the parties shall meet in an attempt to agree upon the issue to be presented to the arbitrator as well as any stipulations or preliminary matters.

- H. Upon request of either party, the parties may meet to attempt to settle the matter prior to arbitration through mediation.

6.7 No Reprisals. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party filing a grievance or any member of the grievance committee or any other participants in the grievance procedure by reason of such participation.

6.8 Grievance Records. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 7 — SENIORITY

7.1 Definition of “Seniority”. To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the Civil Service laws of the City of Columbus insofar as they affect appointment, promotions, and tenure.

- A. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee’s most recent date of hire.
- B. Department or departmental seniority shall be defined as the length of employment by an employee in a particular department as computed from the employee’s most recent date of entry into such department. For the purposes of this provision, the following departments shall be deemed to exist:
 - 1. Custodial
 - 2. Truck Driver
 - 3. Buildings and Grounds
 - 4. Transportation
 - 5. Food Service
 - 6. School Clerical and Administrative and other Clerical
 - 7. Data Processing
 - 8. Instructional Assistants
 - 9. Vehicle Maintenance
 - 10. Special Education Child Care Attendants and Intervention Aides
 - 11. Warehouse Personnel
 - 12. Special Needs Instructional Assistants
 - 13. Sign Language Transliterator/Interpreter
- C. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee’s most recent date of entry into such job classification. Job classifications shall

correspond with the job classifications set forth on the salary schedule as published by the Board of Education.

- D. Building seniority shall be defined as the length of employment by an employee in a particular building as computed from the employee's most recent date of entry into such building. For the purposes of this Agreement, the building at 270 East State Street and its annexes on Fifth and Sixth Streets shall be considered as one building.

7.2 Probationary Period.

- A. There shall be a probationary period of one hundred and eighty (180) days unless a longer probationary period has been established by the Columbus Municipal Civil Service Commission to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time a new employee shall have no seniority rights, and his/her qualifications to do the work required, or his/her discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond this probationary period shall have their system seniority computed as of their date of hire; their department seniority computed as of their latest date of entry into the department; their job classification seniority computed as of their latest date of entry into the job classification; and their building seniority computed as of their latest date of entry into the building. Substitute employees hired into bargaining unit positions shall serve the full probationary period and no credit shall be given for time worked as a substitute toward the probationary period.
- B. During the probationary period set forth in 7.2(A), employees promoted or laterally reassigned to a classification within the bargaining unit shall have the option of returning to the former classification with no interruption of seniority in the event the Board determines that the performance of the employee is unsatisfactory during such probationary period.
- C. Nothing in this Agreement shall prohibit an agreement between the probationary employee, the Union and the Board which would extend the probationary period. Such agreement shall be in writing and shall specify the exact time period by which the probationary period is extended. The probationary period shall only be extended by mutual agreement and solely to afford additional time to evaluate the employee.

7.3 Substitutes. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only regular full-time or regular part-time employees shall accumulate seniority. (Refer to Article 8.16)

7.4 Change of Department / Job Classification. Employees with system seniority who change departments or change job classification shall not accumulate department seniority or job classification seniority in their new department or job classification during their probationary period as provided in 7.2(A), but shall continue to retain their seniority in their former job classification or department during this period. Upon completion of the probationary period as provided in 7.2(A), such employees shall acquire seniority in the new department or job classification dating from their most recent date of entry into such department or job classification and shall no longer retain their former department or former job classification, except as provided in Section 8.7.

7.5 Leave of Absence / Layoff / Worker's Compensation.

- A. Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in Article 7.1.
- B. Absence from September 1, 1993 forward due to an allowed Worker's Compensation claim shall not result in a reduction in retention points or a break in service for purposes of calculating the employee's eligibility for step increases.

7.6 Employee Reassignment to Non-Bargaining Unit Position. When an employee is reassigned to a classified non-bargaining unit position, the employee shall retain the seniority accumulated prior to the reassignment. Further, while the employee remains in the non-bargaining unit position, the employee shall, for a period of up to one (1) year, accumulate seniority as if the employee had not left the bargaining unit. At the end of that one-year period no further bargaining unit seniority shall accumulate. In the event the employee returns to the bargaining unit for any reason, the employee shall be credited with the seniority accumulated prior to the transfer from the bargaining unit plus any seniority accumulated in the non-bargaining unit position up to a maximum of one (1) year.

7.7 Voluntary Resignation. Any member of the bargaining unit who voluntarily resigns shall lose all seniority as provided in Article 7.

7.8 Reinstatement. If an employee is dismissed and the employee is reinstated through a proper appeal, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement.

7.9 Seniority Lists. The Board will provide the Union President with job classification and departmental seniority lists whenever such lists are updated. The Board will meet with the Union should it become necessary to correct errors in the lists.

ARTICLE 8 — JOB VACANCIES / TRANSFERS / ASSIGNMENTS

8.1 Appointments / Promotions. Appointments and promotions in all classified positions shall be made in accordance with the rules of the Civil Service Commission of the City of Columbus except when the Ohio Revised Code takes precedence or unless otherwise modified by this agreement.

When a vacancy is to be filled in a class within the bargaining unit and no Civil Service eligible list is available, the Board will provisionally appoint one (1) of the three (3) most senior Board employees in the class eligible for promotion to the provisional position, provided at least three (3) eligible Board employees apply for such provisional promotion. Such appointment shall be made in a manner so as not to permit the provisional Board employee to gain permanent status in the provisional position without a test.

When a vacancy is to be filled in a class which is the first level supervisor class above the bargaining unit series and no Civil Service eligible list is available, the Board may either make a limited provisional appointment of an eligible Board employee of its choice in such a manner as to not permit the provisional Board employee to gain permanent status in the provisional position without a test, or the Board may provisionally appoint the most senior eligible Board employee making application for the position.

8.2 Posting of Vacancies.

- A. All new bargaining unit Civil Service positions within existing classifications and all original vacancies shall be posted in accordance with the procedures provided in 8.6 through 8.14 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days. Employees desiring to have such opening shall submit their bid to the designated Human Resources administrator or his/her designee as indicated on the posting within three (3) work days of the last day of the posting. The Board shall grant such position to the qualified (under Civil Service) employee in the appropriate job classification having the greatest job classification seniority.

- B. Posting of Examination Times and Places. The Board shall post on its website and email to bargaining unit members all notifications of examinations including the proposed date, time and place of the examination at least five (5) days before the deadline for submitting an application for the examination. Applicants for a position for which an examination is being given, who have the qualifications to take the examination, shall be released from school duties to take the examination without loss of pay. For purpose of grievance, notification of examination will be considered posted on the date posted on the District's website.

- C. The Board will provide all employees with access to technology and training to access web-based programs related to postings of vacancies no later than July 1, 2022.

8.3 Interview Process.

- A. Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the custodial department and certified eligibles for Elementary School Head Custodian and Middle School/High School Head Custodian shall only be required to be interviewed by the designated Human Resources administrator. Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the food service department shall be interviewed by central office food service administrative staff. Nothing in this paragraph is intended to restrict or prohibit the right of the Board to invite such eligibles to visit the work location and discuss the vacant position with the administrator at the work site.
- B. No administrator or classified supervisor shall be involved in the interview process for the selection of an employee where such potential employee is a relative of the administrator or supervisor.
- C. All notices from the Civil Service Office of interviews for vacancies shall be sent to employees by U.S. mail to home addresses or hand-delivered to employees at the job site. It is the employee's responsibility to keep an accurate home address on file in the Civil Service Office.

8.4 Assignment of Work Location-Permanent Transfer and Bidding Procedure.

It shall be the policy of the Board of Education to use seniority as one of the determining factors in permanently filling vacancies or in the assignment of work locations within a department. In addition to this provision, the following specific provisions as provided in the remainder of this Article shall apply.

8.5 Information Provided to Union President.

- A. The CSEA President or his/her designee shall be furnished, upon request in person, an initial copy of each Civil Service eligible list and shall have the right to update such copy any time during normal working hours.
- B. The CSEA President shall be furnished with a current copy of the Agreement between the Board and the Municipal Civil Service Commission of the City of Columbus, and such Agreement may be, for reference purposes only, attached to the Agreement between the Board and the Union.
- C. All new or revised class specifications shall be sent to the CSEA President prior to being submitted to the Civil Service Commission.

- D. The Board shall provide the President of the Union with a written notification of all transfers of bargaining unit personnel within ten (10) days after the effective dates of such transfers.

8.6 Custodial.

- A. When a vacancy occurs within a building, custodial employees within that building in the requisite classification shall be given an opportunity to make a choice of shifts on the basis of their building seniority.
- B. After the employees having building seniority have been given their choice of shifts as indicated above, a notice indicating that a permanent job opening exists shall be emailed to all custodians and the President of the Union and posted on the District's website for five (5) days. Such notice shall indicate the location of the building, the position available and the shift involved.
- C. Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for such job opening by sending a request for transfer on the appropriate form to the Human Resources Director.
- D. The job opening shall be awarded to the applicant with the highest job classification seniority who has filed a request for transfer.

After the vacancy within a building has been filled by the above procedure, the Board shall not be required to post further vacancies resulting from such transfer. The resulting vacancy in another building created by such transfer shall be filled as follows:

- E. After custodial employees in the requisite classification with building seniority have been given an opportunity to choose their shifts, a transfer shall be made by awarding the resulting vacancy to any person in the appropriate job classification who has on file an application for transfer to such location, on the basis of his/her job classification seniority.
- F. After the transfer procedures have been completed, remaining vacancies shall be filled by promotional examination, as applicable, or by appointment under the rules and regulations of the Civil Service Commission.

No employee new to a position, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board.

- G. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on 10 or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools. The position shall be awarded to the applicant with the highest job classification seniority who is not rejected for the reasons described in this section. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.

8.7 Cafeteria.

- A. A notice indicating that a permanent job opening exists, setting forth the job classification required and the location of the food service facility, shall be emailed to all food service employees by the President of the Union and posted on the District's website for five (5) work days.
- B. Within three (3) work days after the last day of posting, employees with department seniority in the requisite job classification may apply for said job opening by sending a request for transfer on the appropriate form to the designated Human Resources administrator.

Where a food service promotional position is to be retained, the process to fill the position shall be initiated within ten (10) calendar days.

- C. The job opening shall be awarded to the applicant having the highest job classification seniority.
After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Subsequent vacancies in work locations shall be filled as follows:

The most senior employees working in the Food Service Production Center will have first option to work in the summer feeding program. If that list is depleted, the positions will be filled by food service employees outside of the FSPC by job classification seniority.

- D. The Board shall fill such subsequent vacancies by transferring any person with the appropriate job classification who has on file an application for transfer to such location on the basis of job classification seniority.
- E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.

No employee new to the position, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board.

- F. Extra work on days when lunches are not being provided at the Food Production Center shall be offered on the basis of job classification seniority to employees with the appropriate job classification who are assigned to the Food Production Center. Extra service/work will be offered within each classification by building based on classification seniority.
- G. Regular employees in the appropriate classification shall be offered overtime or extra time at the Food Production Center before substitutes.
- H. Effective with the first day of the employee's regular schedule for the 2022-2023 school year, satellite kitchen operators who have been at a normal schedule of five (5) or five and one-half (5 ½) hours per day will be at a normal schedule of six (6) hours per day.

8.8 School Clerical Position.

- A. A notice indicating that a permanent job opening in a school exists (or is expected to exist, if known ahead of the actual vacancy), setting forth the job classification required and the location of the school involved, shall be emailed to all clerical employees and the President of the Union and posted on the District's website for five (5) work days.
- B. Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for said job opening by submitting a bid on the appropriate form to the Director of Classified Personnel.
- C. The job opening shall be awarded to the applicant having the highest job classification seniority.

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Such subsequent vacancies in work locations shall be filled as follows:

- D. The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location.
- E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.
- F. The posting, assignment, and transfer to positions for Account Clerk I shall be processed as provided in A through E above recognizing that adjustments to the cluster may be necessary from time to time.

No employee new to the position, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may

require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board.

- G. No school clerk shall be required to accept the responsibilities of the school treasurer position.
- H. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on 10 or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools. The position shall be awarded to the applicant with the highest job classification seniority who is not rejected for the reasons described in this section. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.
- I. Effective May 1, 1998, one full time Secretary I in each building shall be designated as to the principal and shall be reclassified to Secretary II. Such reclassification shall be made without necessity of utilizing the civil service selection process.
- J. The Board will instruct administrators that, when scheduling persons who have more than one building assignment, to schedule in such a way as to assure there is time for lunch.
- K. Any time worked during parent-teacher conferences shall be at the direction of the supervisor and recorded as additional hours worked. On the day before Thanksgiving and President's Day, school clerical employees will work remotely by completing online professional development materials, or a school clerical employee may take compensatory time off if the employee has it available or take an excused unpaid day.

8.9 Administrative Clerical. Any administrative clerical position, which includes but is not limited to, year round Secretary I, Secretary II, Student Data Assistant and Enrollment Specialist, exclusive of one (1) secretary to each director or staff position above the level of director, and exclusive of any secretary to the six administrators responsible for negotiations and contract relations, to a maximum of six (6) secretaries as designated as confidential as defined in O.R.C. Section 4117.01(C)(6) shall be handled as follows:

- A. Permanent Job Opening – A notice indicating that a permanent job opening in the administrative clerical area exists, setting forth the job classification required and the administrative department involved, shall be emailed to all clerical employees and the President of the Union and posted on the District’s website for five (5) work days.
- B. Request for Transfer — Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for said job openings by sending a request for transfer on the appropriate form to the designated Human Resources administrator.
- C. Job Opening Award —The job opening shall be awarded to the applicant having the highest job classification seniority.

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Such subsequent vacancies in work locations shall be filled as follows:

- D. Subsequent Vacancies — The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location.
- E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.

No employee new to the position, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board. Central office clerical personnel may request adjustment of their work schedule from their administrative supervisor with the understanding that, should their request be honored, readjustment can be made at the discretion of the responsible administrator.

- F. An individual employee who is excluded from the bargaining unit as a result of assignment to a position of confidentiality on the effective date of this Agreement, and who subsequently bids on a position within the bargaining unit, shall retain all seniority rights for bidding purposes just as if the employee was not in an excluded position.
- G. Transportation Call Center Representatives – Effective November 1, 2021 or effective with the first day of the employee’s regular schedule for the 2022-2023 school year, transportation call center representatives whose normal schedule is seven (7) hours per day shall increase to eight (8) hours per day.

8.10 Pupil Transportation.

- A. Bus Driver Bidding Seniority — There is one classification for bus drivers (eight-hour bus drivers and five-hour bus drivers are not separate classifications). For bidding purposes, eight-hour bus drivers and five-hour bus drivers shall bid at the same time for available routes (with eight-hour drivers bidding only pm eight-hour routes and five-hour drivers bidding only on five-hour routes) per this Section.
- B. Annual Route Bidding — As soon as practicable after August 1 of each school year and prior to the bidding process, all known basic routes and positions available for bidding shall be posted at the bidding site and be accessible via the District intranet for at least two (2) days at the bidding site. Routes shall be awarded on the basis of department seniority and with the following consideration:
 - 1. Available bus routes shall be posted during the annual route bidding process. Bus drivers shall have the option of retaining their routes from the preceding year except any driver who fails to turn in a completed Ohio Department of Education School Transportation Driver Medical Examination Form T-8 (“Form T-8”) by August 1 of a new school year shall have no right to retain his/her route. Retained routes will not be available for bidding, and drivers retaining routes will not take part in the annual route bidding process. All other drivers who have turned in a completed Form T-8 by August 1 of a new school year shall have the right to bid on routes. A route will be considered for retention provided at least one-half of the trips are continued from the preceding school year. If a driver bids successfully on a route at another compound, he/she must move their bus to the compound.

A trip is considered to be continued if it serves the same elementary attendance area as a residential route or if it serves the same discontinuous attendance area, in each case with the same school level of pupils. The three school levels of pupils are elementary (any grades involving one through five), middle school and high school. A.M. and P.M. Trips are counted

individually. In the event of a tie and both drivers elect retention, the more senior driver shall retain the route. In order to provide all possible fairness to the annual route bidding process, in recognition of the complexity of the routes and the potential number of changes, and in recognition of the impossibility of anticipating all of the possible circumstances and questions that may arise, the Board will administer the annual route bidding process as follows:

- (a) Transportation supervisors with the input and help of representatives designated by the Union will compile a list of all routes including those that they believe are eligible for retention, along with the previous year's route numbers. Information concerning the routes shall be given by the transportation supervisors to the Union representatives on a timely basis. Tentative final routes shall be presented to the Union representatives, the Local President, and the OAPSE staff representative no less than five (5) calendar days prior to the first (1st) day of the annual route bidding.
 - (b) The routes will be posted and the indexed list made available prior to August 15 for not less than two (2) days for review and adjustment by an OAPSE Representative and the Local officers or their designees. The Local President or the OAPSE Representative shall have the authority to add to or delete from the list, based on reasonable determinations.
 - (c) The adjusted lists shall be posted along with the basic routes for review by the drivers for at least two (2) days prior to and the day of the bidding. Drivers will be given a reasonable opportunity to view the routes prior to the bidding. The Local President or OAPSE Representative shall have the authority to resolve conflicts which may arise concerning route retention rights.
 - (d) The Local President and OAPSE Representative are invited to meet on a weekly basis during the summer with Transportation Department representatives to review the route development progress and to make suggestions prior to the annual route bidding process which may assist in making route identification for retention more efficient.
 - (e) Routes which change in part due to school closings are retainable during the annual bidding process if the route serves the same basic area even though one or more of the schools have been closed.
2. Lift bus drivers shall have the option of retaining their lift bus positions from the preceding year provided the position continues except any lift driver who fails to turn in a completed Form T-8 by August 1 of a new school year shall have no right to retain his/her position. Lift bus drivers shall have the opportunity to elect such retention prior to the annual route bidding process.

Premium pay for lift bus drivers will be discontinued for anyone hired as lift bus driver for the 1993-94 school year and thereafter.

- (a) School bus child care attendants will bid after the lift bus drivers bid. Such positions shall be awarded on the basis of job classification seniority. The Board shall have the right to reassign attendants to or from routes if an attendant is no longer needed on a particular route, or if the attendant, driver, or students do not function well together.
 - (b) Except in cases of emergencies, school bus childcare attendants shall not be permitted to substitute for school bus intervention aides unless they have received available training.
3. Available Route Specialist (bid unassigned driver) positions shall be posted during the annual route bidding process. The number of Route Specialist positions to be posted will be determined by the Board. Route Specialists shall have the option of retaining their Route Specialist position from the preceding year, provided the position continues.
 4. Available unassigned driver positions, on a system-wide basis, shall be posted during the annual route bidding process. The number of unassigned driver positions to be posted will be determined by the Board. Following the annual route bidding process unassigned drivers will bid compound location by seniority. Unassigned drivers who fail to turn in a completed Form T-8 by August 1 of a new school year shall have no right to bid on bus compounds. When it is necessary to relocate an unassigned driver from one compound to another, the reassignment shall be offered to all unassigned drivers at that compound on the basis of seniority before the least senior unassigned driver is reassigned. Unassigned bus driver positions secured by bid during the annual route bidding process may be retained. Such retention retains only the position and not the compound location, and, in no way restricts the Board's right to determine the number of unassigned driver positions available to retain, bid, or assign. If there are fewer retainable routes posted than there are drivers who drove unassigned routes the prior school year, the routes shall be retainable by the most senior eligible drivers in accordance with bidding seniority. Bid Unassigned bus drivers will continue to be paid the Route Specialist premium while in unassigned status.
 5. Available routes for drivers of 35-passenger buses and other special education routes shall be posted during the annual route bidding process. The routes for 35-passenger buses and other special education routes are retainable from year to year except any driver who fails to turn in a completed Form T-8 by August 1 of a new school year shall have no right to retain his/her route.

Effective for the annual route bidding process for the 1994-95 school year, special education routes will be bid as determined in Section 8.10(N) below.

- (a) School bus intervention aides will bid after the 35-passenger bus drivers. Such positions shall be awarded on the basis of job classification seniority. The Board shall have the right to reassign aides to or from routes if an aide is no longer needed on a particular route, or if the aide, driver, or students do not function well together.
 - (b) Except in cases of emergencies, school bus intervention aides shall not be permitted to substitute for school bus childcare attendants unless they have received available training.
- 6. Each posted route and position shall include a five-hour or eight-hour designation and the compound location. The required size of the bus shall also be indicated. Eight-hour drivers shall be eligible to bid only on full-time routes, and five-hour drivers shall be eligible to bid only on part-time routes.
- 7. Drivers electing to retain their routes and/or positions from the preceding year shall make their election prior to the day of the annual route bidding process. Election shall be made on a form provided by the Board.
- 8. Except as provided elsewhere in this Agreement, drivers shall retain their assigned buses. Drivers bidding on a route requiring a bus different in size from their assigned bus shall give up their assigned bus and be assigned a bus for the new route.
- 9. Bus drivers involved in the various route bidding processes do not have the right to pass when it is their turn to bid.
- 10.
 - (a) Initial vacancies occurring and new routes created after the annual route bidding process shall not be posted after March 1. Drivers shall have three (3) days in which to sign the bid sheets and such routes shall be awarded on the basis of departmental seniority. Successful bidders shall not be eligible to bid again until the following school year.
 - (b) In general, vacant routes which were not bid or did not qualify for posting under paragraph (a) above will be filled by appointment of new or unassigned drivers. Such routes will not be eligible for retention the following school year unless the route was posted and not bid. When a vacant route is to be assigned to an unassigned driver, it shall be first offered to all unassigned drivers at that compound on the basis of departmental seniority before being assigned, if necessary, to the least senior unassigned driver at that compound.

- (c) A driver/CCA/IA on an approved leave of absence shall retain his/her route or position during the leave period if return from leave occurs prior to the annual route bidding process and such driver/CCA/IA has provided written notification to the Director of Classified Personnel of his/her intention to return to duty and, for drivers, has submitted a completed Form T-8. Such notification must be provided prior to July 15 and the Form T-8 must be submitted by August 1. A driver providing such notification to return by July 15 who does not actually return or who goes on another approved leave of absence prior to the end of the calendar year shall not have the right to retain his/her route or position.
 - (d) By mutual agreement of a driver and the Board, a driver may be reassigned to a vacant route or position, but such route or position may not be retained by the driver the following school year unless the route or position was posted and not bid.
11. Drivers who successfully bid routes with a non-public or community school route shall work on days Columbus City Schools is open and also on days when Columbus City Schools is closed but the non-public or community schools are open; provided, however, that the drivers specified in Section 8.10 (O) will have the option not to work on such days when Columbus City Schools is closed. Those drivers must opt to do so by stating in writing within seven (7) calendar days of when they bid for their route; and if they exercise this option then they cannot revoke the option for that school year.
 12. By July 20 of every year, the District will provide the Union President a listing of the T-8 completion status for all drivers on active status.
- C. Mid-Day Trips — On or prior to the first student attendance day, traditional school year drivers shall bid on an AM and PM route with a mid-day route attached, by departmental seniority, with first preference to the eight hour drivers on the traditional school year calendar. This bidding will include the career center route with mid-day segments attached. Drivers with a bid mid-day trip may not concurrently be on the mid-day field trip list.
 - D. Middle School Athletic Trips — A Middle School Athletic trip is defined as a trip providing after- school transportation for students involved in school activities. Middle School Athletic trips which are to be made available to bus drivers shall be administered as follows:
 1. Middle School Athletic trips shall be designated rivers at the compound.
 2. Middle School Athletic trips for the fall shall be bid following the annual route bidding process and prior to the first day of school. Middle School Athletic trips for winter shall be bid in late October, and Middle School Athletic trips for the spring shall be bid in late February. The Board will designate which

routes qualify for bidding on the Middle School Athletic trips. In the event there are no bids, the Middle School Athletic trip will be assigned at the original compound to the least senior driver eligible.

3. Middle School Athletic trips shall be awarded to eligible drivers on the basis of department seniority.
- E. Proxy Bidding — Bus drivers, school bus child care attendants or school bus intervention aides who cannot be present, unless the reason for absence is unapproved (AWOL), may cause their bid to be exercised by the Local President or his/her official representative in connection with any bidding processes. All proxy bids must be in writing. Any driver, school bus child care attendant or school bus intervention aide who is absent during the bidding shall not have the right to redress actions in the bidding process by the Union or the Board.
- F. Other Mid-Day Work — Each year, on or prior to September 30 a list of drivers to perform mid-day work will be constructed at each compound. Drivers shall be eligible for mid-day work provided their route schedule permits them to be available at the appropriate time. All eligible drivers at the compound may elect to be on the list. Available mid-day work shall be assigned on a daily basis to the following drivers in the order listed below:
1. Eight-hour drivers without a mid-day route segment or other assigned mid-day responsibility.
 2. Five-hour drivers who elect to be on the mid-day work list, on a continuous rotation.

In the event more drivers are needed than the number electing, drivers will be assigned on a rotating basis beginning with the least senior driver. The parties recognize that the assignment of specific trips to drivers on the mid-day work list shall include consideration of the available driver's work schedule, and the number of trips during the school year assigned to each driver in category (2) above. Drivers will be notified of field trip assignment during the preceding week recognizing that special circumstances will require an occasional same-day assignment. Refusal of same-day trip assignments will not be grounds to skip the driver on the rotation list.

- G. Extra-Pay Trips – Extra-pay trips are defined to mean any trip which occurs outside of the span of a driver's work day and on days which are not scheduled work days. Extra-pay trips which are to be made available to bus drivers should be administered as follows:

1. Trips shall be awarded on the basis of department seniority. A continuous rotation of driver selecting such trips shall be utilized. The parties recognize that the assignment of specific trips shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and locations of the trips.
 2. Probationary drivers for their first ninety (90) calendar days, excluding the summer, shall not be eligible for mid-day work or extra pay trips.
 3. Drivers absent any part of the day of the trip, or of the last workday preceding a trip on a non-work day, shall lose their turn for that rotation unless:
 - (a) The driver has a medical appointment, and has provided Transportation Supervisor with notice of the appointment three (3) work days prior to the appointment.
 - (b) After attending the medical appointment, the driver furnishes the Transportation Supervisor with written evidence of the appointment the next work day. Thereafter, the driver will be eligible for the next extra-duty trip.
 - (c) If the driver is absent any part of the day for the next duty trip, or refuses the trip, the driver shall lose his/her turn for the rotation.
 4. Pay shall be at the overtime rate for the driver of the trip. Time of the trip shall be calculated from the established compound departure time or from the end of the driver's scheduled work day, whichever is later, until the established compound return time. Pay for trips occurring on non-scheduled work days shall be for a minimum of three (3) hours. Drivers transporting a football team in uniform shall be paid one (1) additional hour for cleaning the bus after returning to the compound.
 5. The two segments of a regularly scheduled private school route during the school year and on days in which the Columbus City Schools are not in session shall be combined to calculate the time of the trip, with the minimum being five (5) hours. Trips shall be awarded on a daily basis. Such trips shall not be extra-pay trips if assigned to drivers on scheduled work days.
- H. Mid-day Field Trips — Mid-day Field Trips will not be driven by emergency, temporary, or substitute bus drivers or outside contractors provided they occur at the usual mid-day field trip time and provided there are Columbus City School bus drivers available at the appropriate location. The parties recognize that the normal procedure is for trip requests to be made through the Department of

Transportation. Administrative personnel will be advised to call the Department of Transportation for field trip buses rather than outside contractors. Any individual teacher or administrator who arranges for a field trip bus from an outside contractor will be directed to follow the proper procedures in the future.

The Board will continue to determine the feasibility of utilizing Columbus City School bus drivers to drive field trips outside the field trip window. This determination will be made on a case- by-case basis and may require more flexibility in assigning drivers to such trips than normally occurs when assigning drivers to mid-day field trips that occur inside the field trip window.

I. Distribution of New Buses – During the term of this Agreement, the distribution of new buses shall be in accordance with the following:

1. New buses acquired by the district or becoming unassigned within a two year period shall be offered on the basis of the departmental seniority lists at the time the new buses are offered. Lift buses, 35-passenger buses, and 65-passenger buses shall be offered to bus drivers who are assigned the appropriate type of bus at the time the offer is made.
2. New bus offers will begin with the bus driver of the appropriate type of bus who is the most senior bus driver on the departmental seniority list. As new buses are available, offers shall be made to bus drivers by continuing down the list until reaching the most junior bus driver and then by beginning at the top of the list with the most senior bus driver. When receiving a newer used bus, the driver will not be taken out of the new bus rotation.
3. New buses refused by all drivers and buses released as a result of drivers receiving new buses shall be reassigned at the discretion of the Board, so long as no driver shall be required to accept a reassigned bus that is older than the assigned bus he/she is driving unless the older bus has less mileage than his/her assigned bus.
4. In order to balance mileage of buses of a similar age, but in excess of three (3) years, or to remove a bus having extraordinary maintenance requirements, the Board may reassign a bus to a driver, so long as the reassigned bus is not older than the previously assigned bus and provided a written explanation for the change is furnished the driver.

J. Summer Job Assignments

1. Known summer job assignments determined by the Board shall be offered to twelve-month drivers. Such assignments shall be awarded to eligible drivers on the basis of departmental seniority. Prior to bidding drivers may elect to retain their assignment from the previous summer.

Drivers working as a mechanic helper may be required to work the same schedule as vehicle maintenance mechanics (five [5] eight- hour days or four [4] ten-hour days), when not being utilized as a driver.

2. In the event there are remaining assignments for bus drivers, school-year drivers will be given the opportunity to sign up for such assignments. Bidding will be conducted strictly by department seniority.
 3. The rate of pay for such summer assignments shall be based on the bus driver's range during the school year.
 4. During the term of this Agreement, Columbus City Schools' pupils being transported by school bus for Columbus City Schools summer programs at Board expense shall be transported on Board-owned school buses driven by qualified Board employees.
- K. A bus driver may request the removal of an accident report and any resulting disciplinary personnel action from his/her personnel file after three (3) years of driving without an accident and without receiving any other related disciplinary personnel action during the most recent three (3) years. Such a request shall be honored provided such accident report was not in connection with a preventable accident involving personal injury or damage in excess of two thousand dollars (\$2,000.00). The removed materials shall be placed in a separate administrative file and may not be used against an employee to support further disciplinary action or to deny any pay increase to that employee.
- L. A bus driver who believes that his/her assigned duties require him/her to violate a local, state, or federal law or lawful regulation shall report the relevant circumstances in writing to his/her immediate supervisor. The supervisor shall provide a copy of such report to the Executive Director of Transportation within one (1) work day. Any dispute as to the merits of the bus driver's claim shall not be subject to the grievance procedure.
- M. Intervention aides who ride buses and child care attendants who ride buses shall be granted an opportunity to bid routes on the same basis as bus drivers. Such bidding shall occur following the annual route bidding process for bus drivers. Vacant routes available to intervention aides and child care attendants during the school year shall also be offered on the same basis as such routes are offered to bus drivers. Intervention aides and child care attendants shall have access to the results of the bus driver bid on the routes posted for intervention aides and child care attendants to bid, prior to the time they are required to bid.

- N. Board-Trained Special Education Transportation Department Employees. Special education in-service shall be offered to drivers during district-wide staff development days. An in-service program for employees to become Board-trained special education bus drivers, school bus child care attendants, and school bus intervention aides shall be offered to all bus drivers, school bus child care attendants, and school bus intervention aides. Drivers, school bus child care attendants, and school bus intervention aides will be paid the in-service hourly rate of pay established elsewhere in this Agreement for attendance at any in-service that occurs during a time a driver, school bus child care attendant, and school bus intervention aide would not regularly be paid. Only Board-trained special education drivers, school bus child care attendants, and school bus intervention aides shall be eligible to bid on special education routes provided, however, that if there are more special education routes available than individuals who meet the criteria and who are Board-trained, then individuals who are not Board-trained may bid on special education routes in their respective classifications.

The special education routes shall be awarded based upon department seniority for drivers and job classification seniority for school bus child care attendants and school bus intervention aides. The bidding shall begin with the Board-trained special education drivers by department seniority and continue through all Board-trained special education drivers. Thereafter, the bidding shall be opened to other drivers by department seniority. Any driver who bids or is assigned a special education route and is not a Board-trained special education bus driver, will be required to take some portion or all of the special education training. The bidding shall begin with the Board-trained special education school bus child care attendants and school bus intervention aides by job classification seniority and continue through all Board-trained special education school bus child care attendants and school bus intervention aides. Thereafter, the bidding shall be opened to other school bus child care attendants and school bus intervention aides by job classification seniority. Any school bus child care attendant and school bus intervention aide who bids or is assigned a special education route, and is not a Board-trained special education school bus child care attendant and school bus intervention aide, will be required to take some portion or all of the special education training.

- O. During the term of this Agreement, the Board shall employ no less than seventy (70) eight-hour bus drivers. When eight-hour bus driver positions within that number become vacant, five-hour bus drivers who were eight-hour bus drivers prior to the layoffs that occurred in the 1991-92 and 1992-93 school years shall be offered such vacant positions in the inverse order of their layoff. Once all of those laid off bus drivers have either filled or declined vacant eight-hour bus driver positions, five-hour bus drivers in accordance with their department seniority shall

be offered any vacant eight-hour bus driver positions within the above number. During the term of this Agreement, there shall be no layoff of eight-hour bus drivers or abolishment of eight-hour bus driver positions for any reason.

- P. During the term of this Agreement the Board may establish a classification entitled "Bus Driver Trainee" which classification will not be part of the bargaining unit. No person may be a Bus Driver Trainee for longer than ninety (90) calendar days. Bus driver trainees may drive to transport students only when a regular driver is on the bus and will not be used to displace regular employees of the transportation department.
- Q. The Board shall maintain at least eight (8) Child Care Attendant and six (6) Intervention Aide positions as 8-hour employees. These positions shall be subject to the same process as Eight Hour (8) Bus Drivers.

8.11 Vehicle Maintenance.

- A. Bidding:
 - 1. Positions shall be awarded based on department seniority and employees may only bid on positions in their current classification.
- B. Annual Position Bidding
 - 1. As soon as practical after June 10 of each school year, and prior to the bidding process, the position control list will be posted for 2 weeks at each Fleet Service Site.
 - 2. Bid positions will be listed by location, classification, and shift time.
 - 3. 2nd shift positions will rotate "last bus" role by week.
 - 4. Bidding will occur at single meeting site for all bus compounds in the last week of June. The bidding will occur on the basis of department seniority order of each classification.
 - 5. Employees do not have the right to pass when it is their turn to bid.
- C. Proxy Bids
 - 1. Employees may cause their bid to be exercised by the Local President or his/her representative in connection with any bidding process providing the employees are in a paid status. If employees are in an unpaid status, they

are ineligible to participate in the bid process. Any employee absent during the bidding process shall not have the right to redress actions by the Union or the Board.

2. All proxy bids must be in writing. Management shall receive a copy of the written bid when the proxy bid is used to bid.
- D. Position Transfer
1. Transfers that result from the bid process will occur the first week of August, unless the buses from the original compound are not ready for service. Fleet Service Assistant Supervisors are the sole source for determining ready for service status. Conflict resolution on ready status will occur by ad hoc meeting of the Fleet Service Labor Management team.
 2. The Board will provide use of a Board vehicle and time to move tool boxes.
- E. Vacant Positions After Bidding: Vacant positions that were not bid will be filled by new employees.
- F. When a permanent vacancy occurs within the classifications listed below outside of the bidding window, eligible employees in the classification shall have the opportunity to request such vacancy in writing to the Vehicle Maintenance Supervisor. The vacancy will remain open for requests for five (5) work days. The employee who possesses the most classification seniority shall be awarded the assignment.
- G. The resulting vacancies will be filled as follows:
1. A transfer may be made by awarding the resulting vacancy to a person in the appropriate classification who has on file with the Vehicle Maintenance Supervisor, a transfer request to such location and/or shift.
 2. The employee may request, in writing, up to three (3) locations and/or shift assignments, with the Vehicle Maintenance Supervisor as a part of the transfer process.
 3. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year.
- H. No employee new to the position, successful job bidding applicant, or transfer applicant may submit a job request or transfer application, unless for a different shift, until the lapse of one (1) year from the date of employment or reassignment,

except where such reassignment was the result of the closing of the work location.

- I. The following classifications are subject to the above procedures:
 - Bus Mechanic I
 - Bus Mechanic II
 - Automotive Service Worker II
 - Automotive Parts Clerk

- J. Vehicle maintenance employees are required to provide a sufficient set of personal tools, as determined by the Supervisor of Vehicle Maintenance in consultation with Union representatives, upon entering the classifications of Bus Mechanic I or Bus Mechanic II on or after September 1, 1990. If a tool set is not sufficient the employee will be required to purchase the tools necessary to meet the requirements. While there will be no tool allowance, broken tools not covered by the tool's warranty will be replaced by the Board. If a new tool is required, such tool will be purchased by the Board, will be added to current employees' personal tool sets, will become the current employees' tools, and will become part of the required tool kit for employees entering the classification of Mechanic I and Mechanic II.

Employees hired before September 1, 1990, will not be required to provide personal tools; however, if they elect to do so, the conditions described in the above paragraph regarding broken tools and new tools will also apply to these employees.

- K. Effective January 1, 1994, the Board shall provide insurance coverage for replacement value of personal tools for stolen, fire, tornado, flood or missing personal tools and tool boxes as defined in 8.11(E) above. Such insurance shall pay a maximum of \$35,000 with a \$400 per claim deductible for theft of tools while in a vehicle maintenance shop. Any claim of theft must be substantiated by a police report confirming that breaking and entering did occur. Mysterious or unexplainable disappearance or loss would not be covered. A tool inventory will be prepared by the employee and designated supervisor by December 31, 1993 for each employee covered by this insurance. Only tools and tool boxes on this inventory shall be covered and it is the sole responsibility of the employee to update the inventory as necessary. A vehicle maintenance supervisor may verify the accuracy of the inventory by checking tool sets at any time.

- L. The Board will give vehicle maintenance employees sixty (60) days advanced notice of any decision to modify or discontinue the current practice of providing uniforms for vehicle maintenance employees.

8.12 Truck Drivers.

A. Route Bidding

1. As soon as practicable after August 15 of each school year, all known routes shall be posted in the various truck driver work locations. Prior to the routes being posted, no more than two (2) representatives of the Union shall meet with no more than two [2] management representatives to discuss how the routes were configured and any changes that have been made.
2. Routes shall be bid according to job classification seniority beginning with the most senior driver.
3. Truck driver positions at given locations without a regular route shall be considered as a route for bidding purposes.
4. A driver who is absent may designate another driver to bid in his/her behalf.
5. Truck drivers shall retain the routes elected through the August bidding process or vacancy bidding process for the school year, except that occasional temporary assignment may be necessary to cover a vacant route, familiarize a new driver with a route for up to three (3) days, or to accomplish such other occasional and specialized needs of the school system as may arise.

B. Route Vacancies

1. Permanent route vacancies occurring after the August bidding shall be posted in the truck driver work locations for five (5) work days.
2. During the posting period, truck drivers may bid on the posted vacancy by submitting a written request for such vacancy to the designated Human Resources administrator.
3. The vacant route shall be awarded to the applicant with the highest job classification seniority

C. Truck Inspection

Board trucks utilized by delivery services personnel will be annually inspected each summer by Board garage personnel and a copy of the inspection report submitted to the Chief Administrator, Operations Management.

D. Available Work

Truck drivers will be offered available work in the truck driver department before other employees are offered such work.

E. Distribution of New Trucks

New trucks for Distribution Center and Food Service Production Center shall be offered to truckdrivers on the basis of job classification seniority beginning with the most senior truck driver depending on job assignment and the specified purpose of the truck.

F. Truck Driver In-Service

The Board shall conduct at least one in-service for truck drivers during the school year in order to review new procedures, laws, and other items related to the performance of duties. All truck drivers may be required to attend the training, and, if it is held outside the workday, shall be compensated at the in-service rate established elsewhere in this Agreement.

Truck drivers for whom such training would conflict with other responsibilities (for example education, second job or unavoidable family responsibilities) must be excused from attendance by his/her supervisor prior to the training.

8.13 Warehouse Personnel (*Warehouse Workers, Storekeepers, Receiving Clerks*).

Bidding Procedure

1. Permanent Job Opening – A notice indicating a permanent job opening in the Warehouse Personnel Department exists setting forth the job classification required and the location involved shall be emailed to all warehouse personnel and the President of the Union and posted on the District's website for five (5) work days.
2. During such five (5) days, warehouse personnel with the requisite job classification may apply for such vacancy by sending a written request for transfer to a different location to the Director of Classified Personnel.
3. The job opening shall be awarded to the applicant having the highest requisite job classification seniority who has filed a request for transfer. After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer.
4. No employee new to the position, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was the result of the closing or announced closing of a facility.

8.14 Instructional Assistants (*Employed under O.R.C. 3319.088*).

- A. One week after the Instructional Assistant Job Fair, the Director, Classified Personnel shall prepare a list of all known vacancies in instructional assistants'

positions for the following year. Copies of this list will be emailed to all instruction assistants and the President of the Union and posted on the District's website.

- B. Instructional assistants to be considered for such vacancies shall apply to the Administrator announced on the posting.
- C. The Board shall consider job classification seniority as one of the determining factors in selecting among the applicants whose qualifications are relatively equal.
- D. Instructional assistants shall be notified of their school assignment for the next school year no later than their last assigned work day in June. Such notification shall not be a guarantee of re-employment for the following school year if layoff is in accordance with law or this Agreement. An instructional assistant may only be removed for cause or laid off for lack of work, lack of funds, or abolishment of position. If not laid off, all instructional assistants shall be given the option to retain their current assignment each school year if the instructional assistant receives a satisfactory evaluation. The evaluation shall be conducted no later than May 1. The Board will notify an Instructional Assistant who is not to return the next school year as soon as possible.

If it becomes necessary to lay off instructional assistants, the instructional assistant with the least system seniority in the particular grouping of instructional assistants, in a given building or program, will be laid off.

An instructional assistant laid off (originally or a result of a bump) will have an opportunity to bump an instructional assistant in the same grouping who has less system seniority. The layoff should be accomplished using a "paper layoff" in order to minimize disruption in accordance with procedures agreed upon by the Board and Union. Displaced persons must bump to the position that will provide the minimum disruption (first to a vacancy and then to the least senior to be bumped within the job grouping). If the laid off employee has no opportunity to a bump to a position within the employee's job grouping, the laid off employee shall be able to bump first to a vacancy, then the least senior employee in any job grouping within the family in which the laid off employee's grouping is located, and then to a job grouping the employee previously was employed in a different job family within the provided the laid off employee has more seniority than the least senior employee. Has earned satisfactory annual evaluations and has successfully completed available training for the grouping within the last two (2) years.

A person can only bump into a position for which the pay range is equal to or less than that employee's current pay range. In order to bump into another position the individual must be qualified and able to perform the duties of that position.

- E. Instructional assistants who return to an assignment in September as a result of notification in accordance with D above and who are reduced in hours at the beginning of the school year as a result of a reduction in hours in that location, and instructional assistants whose hours are reduced after the beginning of the school year will be furnished a list of known instructional assistant position vacancies during the first week of school or at the time after September when the reduction in hours occurs and such instructional assistants will be given an opportunity to apply for such vacancies. Vacancies shall be awarded on the basis of system seniority to the senior instructional assistant applying.
- F. Whenever there is a new classification of instructional assistant established, notice of such classification shall be distributed in accordance with the procedures provided in 8.2(A). In awarding the position, the Board shall give the position to the qualified instructional assistant when selecting among applicants whose qualifications are relatively equal.
- G. In the event there is an increase or decrease in the authorized hours for instructional assistants in a school, such increase or decrease will be first offered to existing instructional assistants on the basis of system seniority except where the principal determines that such seniority approach will detract from the school program.
- H. Title I and DPPF instructional assistants shall not be required to perform duties related to the general supervision of pupils (playgrounds, lunchrooms, hallways, and restrooms) in excess of the percentage of time permitted by lawful regulations of the funding agency. (The current limitation is 10 percent, and the limitation provided in this section shall be automatically adjusted with changes in such limitation.)
- I. Instructional assistants shall not be required to work playground duty when the severity of weather conditions is such that, as determined by the principal, teachers would not be required to work playground duty.
- J. In the event the Board determines that it is necessary to reduce the number of hours for existing instructional assistants or to layoff instructional assistants, Board representatives will first discuss the matter with Union representatives in an effort to determine the most constructive approach and to minimize the negative impact on instructional assistants.
- K. After the beginning of the school year when an original seven (7) hour (eight (8) hour as of the 2022-2023 school year) instructional assistant job opening occurs and is to be filled, a notice indicating the location and general duties will be distributed to all instructional assistants school locations. This notice will also identify the administrator to be contacted concerning the vacancy. Instructional assistants who provide one-on-one services to students with disabilities as identified in an IEP or Section 504 plan will not be permitted to bid on or change to other instructional assistant positions five days after the return of students until the end of the current

school year without agreement of the sending supervisor, the receiving supervisor, the program administrator (if appropriate) and the Human Resources Director.

No employee new to the position, successful job bidding applicant, or transfer applicant may submit a job request or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was the result of the closing of the work location.

- L. Instructional assistants shall be considered one classification and shall be divided into the following job groupings and families (in order to be placed into a job assignment an individual must be able to perform the duties of the job assignment):

<u>Families</u>	<u>Groupings</u>
Family 1	Media Aides Library Literacy Aide
Family 2	Peak/ISS VCAP/Options for Success General Kindergarten Pre-Kindergarten Latchkey Title I Grant Funded
Family 3	ELL ELL – Community Liaison ELL – Student IT Support
Family 4	Multiple Disabilities Special Needs Assistants Special Needs Assistants-Pre School Parent Mentor ED MD Orthopedically Handicapped 1 on 1's Other Specialized Aides

Effective with the first day of the employee's regular schedule for the 2022-2023 school year, the above groupings, except for Latchkey, will be at a full-time equivalent of eight (8) hours per day so that an employee whose normal work schedule is seven (7) hours or seven and one-half (7 ½) hours per day shall increase to eight (8) hours per day and whose normal work schedule is three and one-half (3 ½) hours per day shall increase to four (4) hours per day.

- M. Five days of in-service shall be required on an annual basis for all Family 4 Assistants as scheduled by the Columbus City Schools at the employee's regular hourly rate of pay. During one day of the in-service, Family 4 Assistants assigned to incoming sixth and ninth graders may be directed to attend to student(s) during their school orientation. New employees shall have four (4) hours of training, which may be included in this in-service time.
- N. Any Instructional Assistant who desires to attend in-service offered by the Columbus City Schools on those days when students are not in attendance shall be permitted to attend such in-service provided that any Assistant new to the grouping or family shall be required to attend all in-service offered for that grouping. There after any Assistant may attend the in-service offered for his/her grouping or attend the in-service offered for another grouping subject to cost and space.
- O. The Board will instruct administrators that, when scheduling persons who have more than one building assignment, to schedule in such a way as to assure there is time for lunch.
- P. Prior to the beginning of each school year, any instructional assistant may provide to the building principal his/her written input about the scheduling of teacher-parent conferences and other meetings that the instructional assistants are required to attend. The building principal will consider such written input when meeting with the Association Building Council.
- Q. Any time worked during parent-teacher conferences shall be at the direction of the supervisor and recorded as additional hours worked. On the day before Thanksgiving and President's Day, instructional assistants will work remotely by completing online professional development materials, or an instructional assistant may take compensatory time off if the employee has it available or take an excused unpaid day.

8.15 Child Care Attendants / Intervention Aides.

- A. When a vacancy for a child care attendant or an intervention aide is to be filled, a notice indicating that a job opening exists shall be emailed to all child care attendants and intervention aides and the President of the Union and posted on

the District's website. Such notice shall indicate the location and position available. Employees with the requisite job classification may apply for such vacancy by sending a request to the Human Resources Director.

- B. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on ten (10) or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.
- C. All child care attendants/intervention aides shall be required to attend all in-service offered for that grouping or for their comparable special needs instructional assistant groupings on those days when students are not in attendance. In the event no such in-service is offered for their grouping, a child care attendant/intervention aide may attend the in-service offered for another grouping subject to cost and space.
- D. Prior to the beginning of each school year, any child care/special needs attendant/intervention aide may provide to the building principal his/her written input about the scheduling of teacher-parent conferences and other meetings that the instructional assistants are required to attend. The building principal will consider such written input when meeting with the Association Building Council.
- E. Any time worked during parent-teacher conferences shall be at the direction of the supervisor and recorded as additional hours worked. On the day before Thanksgiving and President's Day, child care attendants/intervention aides will work remotely by completing online professional development materials, or a child care attendant/intervention aide may take compensatory time off if the employee has it available or take an excused unpaid day.
- F. Effective with the first day of the employee's regular schedule for the 2022-2023 school year, non-transportation child care/special needs attendant/intervention aides will be at a full-time equivalent of eight (8 hours) per day so that an employee whose normal work schedule is seven (7) hours or seven and one-half (7 ½) hours per day shall increase to eight (8) hours per day and whose normal work schedule is three and one-half (3 ½) hours per day shall increase to four (4) hours per day.

8.16 Special Needs Instructional Assistants. Effective May 1, 1998, all Special Needs Instructional Assistants will be compensated at pay range 1.1 of the Classified Employees and Instructional Assistants pay schedule (which pay range will be created by adding \$0.50 to each hourly step in pay range 1). Any pay increases granted by this Agreement shall be added onto this new pay range. In addition, if the Board determines to study specific classifications for upgrade and review, this class will be within the first five studied. If a further pay range increase is warranted, that adjustment may take place, with Union agreement, within 90 days of the approval of the Board of Education. Special Needs Instructional Assistants shall include MD, TDH, SED, SNPS, OH, VI and HI.

8.17 Temporary Assignment to a Vacancy. Nothing in the foregoing procedure for filling job vacancies shall detract from the right of the Board to temporarily fill job vacancies, without regard to seniority, until such time as a permanent replacement is secured through application of the appropriate procedures set forth in Sections 8.6 through 8.14.

The Board will endeavor to fill any vacant positions within 60 days of the vacancy. This will not apply to positions that are unfilled due to long term illness of others leave of the employee holding that position. The time limit can be extended provided that the administration gives written notice of its intent to extend the time line to the union and local presidents. The administration will notify the union when a position is declared vacant and whether or not the position will be filled within 20 days of the vacancy.

8.18 Placement in Promotional Position. Within twenty (20) work days of notification of a promotion, an employee will be placed in the promotional position, except when an effective date for the position has been established in the certification letter, in which case the employee will be placed in the promotional position within ten (10) work days of the established date.

8.19 Prior Consideration for Bargaining Unit Members. It shall be the policy of the Board of Education that consideration be given to members of the bargaining unit prior to consideration of other applicants when filling positions at the Board of Education that do not require a teaching certificate, in the event such position does not fall within the bargaining unit. The Board shall notify the President of CSEA of any such vacancy in existing positions and of any such new positions established.

8.20 Dual Classifications. Employees who desire to work in more than one job classification on a part-time basis may make application to the office of Classified Personnel. Assignment to more than one classification shall not interfere with the job responsibilities of either classification and shall not cause any employee to be assigned for more than 40 hours each week. The office of Classified of Personnel shall develop and disseminate procedures for application and consideration of dual- classification work.

ARTICLE 9 — HOURS OF WORK AND OVERTIME

9.1 Normal Schedule of Hours / Full-Time Employees. The normal schedule of hours for all regular full-time employees shall consist of eight (8) hours of work five (5) days per week, except where there is a seven (7) day operation made necessary by the nature of the work. If the work week for any position is normally five (5) days, work performed on Saturday or Sunday, as a part of said work week, shall be paid at one and one-half (1 1/2) times.

Building Clerical/Secretaries – Effective with the first day of the employee's regular schedule for the 2018-2019 school year, building clerical/secretaries whose normal work schedule is seven (7) hours per day shall increase to eight (8) hours per day and whose normal work schedule is three and one-half (3 1/2) hours per day shall increase to four (4) hours daily.

9.2 Normal Schedule of Hours / Part-Time Employees. The normal schedule of hours for regular part-time employees shall consist of two, three, four, five, six, or seven consecutive hours of work, five (5) days per week. The parties recognize that there are some employees in the school system who are assigned a split shift. All Food Service employees shall be guaranteed a minimum of three (3) hours per day.

9.3 Overtime Rate / Compensation Time. Clerical, Truck Drivers, Warehouse, Vehicle Maintenance, Buildings and Grounds, Data Processing and Custodial employees required to work overtime previously approved by the supervisor may, at the employee's option, elect to receive compensatory time in lieu of paid overtime for up to one-half (1/2) of all overtime worked by that employee. The employee must notify the supervisor in writing by the end of the business day after overtime has been worked if the employee desires to use compensatory time at a future date rather than receive payment for the overtime in the next pay period. Compensatory time shall not be used immediately before or after a holiday or any student non-attendance days.

Compensatory time shall be credited on the basis of one and one-half (1 1/2) hour for each hour of overtime worked by the employee. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of forty (40) hours.

Whenever the employee desires to take time off earned on the basis of compensatory time, the employee shall submit a written request to the employee's supervisor. Indicating the amount of compensatory time the employee desires to use and the requested date(s) for such use. The supervisor may not unreasonably deny the employee's request to use accrued compensatory time. Except in emergency situations, an employee shall submit a request to use compensatory time a minimum of three (3) work days in advance of the time desired off unless the supervisor agrees to lesser notice.

After an employee has used any or all of the employee's accumulated compensatory time, the employee may accumulate additional compensatory time up to the forty (40) hour

maximum. If the employee's request to use compensatory time is denied, the employee shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the rate in effect at the time of payment.

9.4 Tardiness. Tardiness of less than fifteen (15) minutes for a scheduled shift shall not be the basis for denying an employee the right to work the remainder of the shift. Nothing in this provision shall limit the right of the Board to discipline an employee for tardiness of less than fifteen (15) minutes, and denial of the right to work for tardiness in excess of fifteen (15) minutes shall not limit the right of the Board to take other disciplinary action in connection with such tardiness. The decision to deny an employee who is fifteen (15) or more minutes late the right to work the remainder of the shift shall be at the discretion of the Board. In general, denial of the right to work the remainder of the shift will be based on other arrangements having already been initiated, on the previous attendance record of the employee, or the degree of tardiness.

9.5 Non-Traditional Work Schedule. Notwithstanding the provisions of 9.1 and 9.3, the overtime rate shall not be applied to hours worked in excess of eight (8) in a given day or to hours worked on Saturday or Sunday, provided such hours worked are a part of an established regular work schedule voluntarily accepted by the employee. The overtime rate shall apply to hours worked in excess of forty (40) hours in any week.

9.6 Pyramiding / Duplicating Overtime. There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, only one shall be paid.

9.7 Custodial Overtime.

- A. When a head custodian is required to make an elementary school building check on a day when he/she is not regularly scheduled to work, said employee shall be paid a minimum of one (1) hour at the rate of time and one-half his/her regular pay. When a head custodian is required to make a middle or high school building check on a day when he/she is not regularly scheduled to work, said employee shall be paid a minimum of one and one-half (1 1/2) hours at the rate of time and one-half his/her regular pay. In the event the head custodian is unable to make a required building check it is the head custodian's responsibility to designate another custodian at that building to make the building check. The Board will follow the same procedure at Kingswood as at elementary schools in the district regarding building checks by custodians.
- B. Custodian overtime at a work location shall be offered to all custodial and head custodial, including head operating, personnel on a rotation basis beginning with the most senior based on job classification seniority. Exceptions to this policy may be made for the following reasons:
 - 1. When overtime duties to be performed require the presence of the head custodian (head operating employee).

2. When the need for assigned overtime is identified with less than twenty-four [24] hours' advance notice.
3. When the overtime requires performance of a duty which is not practical for a Custodian I, the Custodian I may be passed but will again be placed on the rotation list for the next available overtime that is consistent with Custodian I duties.
4. Building check is not included for purposes of overtime rotations. Because of the wide variance in advance notice, some overtime may be offered or assigned well in advance, while other overtime may be offered or assigned on relatively short notice. Each head custodian, in consultation with and at the direction of the building administrator, may develop the procedures most suitable to a given work location. Such procedures may include offering known overtime at a predetermined time each week or each month or some combination of the two approaches or some other suitable approach. Personnel who are absent on the date the overtime is offered or absent on the day the overtime is worked shall lose that turn. A custodian, head custodian, or head operating employee may be removed from the overtime rotation as a result of formal discipline action related to overtime duties. When a custodian refuses three (3) consecutive overtime opportunities in one school year, he/she shall be dropped from the overtime rotation list for the remainder of the year.

C. Custodial Emergency and Project Overtime

Custodial emergency and project overtime shall be offered to all custodians and head custodians, when the custodians assigned to a particular location either waive their right to such overtime as defined in section (B) above or if the amount of overtime available exceeds the ability of the custodians at that location to satisfactorily complete in a reasonable time frame.

Custodians and Head Custodians wishing to be considered for such overtime must submit in writing their desire to be included on either or both of the lists maintained in the custodial services office for emergency overtime and for project overtime. Assignments for overtime will be offered rotationally on the basis of those lists, which shall be ordered in terms of overall departmental seniority. Exceptions to this policy shall be the same as those listed in section (B) above.

9.8 Food Service Extended Time / Summer Work.

- A. Food service workers who are regularly assigned extended service shall have their regularly scheduled work day increased in a similar manner. Specifically, when such an employee is assigned extended service in excess of 30 minutes for the majority of the work days in a full pay period for two consecutive pay periods, effective the first paid day of the next pay period the employee's regularly scheduled

work day shall be increased by the average number of extended hours during the two previous pay periods. This provision does not apply to food service workers during the first two full pay periods of the school year and does not apply to temporary extended service assigned as a result of the absence of another employee in the same work location.

All benefits resulting from such increase, except the added hours of pay, shall remain in effect for two pay periods following any reduction in the scheduled work day for such an employee. Any changes in insurance coverage resulting from an increase or decrease in an employee's scheduled work day shall be effective the first day of the month following the effective date of such change.

- B. At the Food Service Production Center, the cold food line is currently operated at a maximum of 96 meals per minute and the hot food line is operated between 120 and 140 meals per minute, depending on product. These maximums will not be intentionally increased unless improved equipment or changed product make an increase feasible and unless any anticipated increase is first discussed with representatives of the affected employees.

- C. Summer food service positions determined by the Board to be available to food service personnel shall be awarded to food service employees based on the appropriate job classification seniority, with the employees whose school year assignment is to the Food Service Production Center having first preference by seniority. In the event the Board participates in summer feeding programs that require the full or partial operation of the Food Service Production Center and use of specialized equipment at the Food Service Production Center, preference will be given to those employees who regularly operate that equipment during the school year. Putting food on the conveyor belt is not considered use of specialized equipment.

9.9 School Clerical Overtime / Comp Time / Summer Work.

- A. The provisions of 9.3 shall apply to school secretaries. Compensatory time off for work beyond the scheduled work day by school secretaries shall be based on the provisions of 9.3 with regard to straight time and time and one-half and shall be on a voluntary basis. Work required beyond the scheduled work day by school secretaries shall be based on the provisions of 9.3 and shall be on a paid basis as authorized by the designated Human Resources administrator unless, by prior mutual agreement of the secretary and principal, compensatory time is to be taken.

In cases when a secretary is unable to reach the building principal, and has called the office of Classified Personnel, and there is no other staff person available or willing to remain with a child at the school, that secretary shall be compensated for the time he/she remained at the work site beyond the regular work day at the secretary's regular hourly rate unless such time would make the secretary eligible

for overtime compensation in which event the secretary will receive overtime compensation. The secretary required to work beyond the regular work day shall receive a minimum of one-half hour for each such occurrence. (It should be noted that the responsibility for remaining with the child rests with the classroom teacher in the majority of cases).

- B. (1) In the event a school clerical position exists for a secondary summer school program, the position will first be offered to the Secretary II in that school building, then to other secretaries in the building according to seniority, and finally to school secretaries in other locations in seniority order of those who have previously expressed an interest in the assignment.
- (2) In the event a summer school helper position exists for an elementary summer school program the summer school secretarial assignments will be first offered to the Secretary II in that school building, then to other secretaries in the building according to seniority, and finally to school secretaries in other locations in seniority order of those who have previously expressed an interest in the assignment.
- (3) By April 15 of each year, the designated Human Resources administrator shall distribute a form to all work locations. This form shall be for secretaries and instructional assistants to indicate their desire for summer positions. The designated Human Resources administrator shall then proceed to award the available positions on the basis of the desires indicated on such form and in compliance with the provisions of A and B above.
- (4) Extra duties for school secretaries outside of the regular workweek will be first offered to Secretary II in that school building, then to other secretaries in the building according to seniority, and finally to school secretaries in other locations in seniority order of those who have previously expressed an interest in the assignment.

9.10 Pupil Transportation Span and Segments. During the term of this Agreement, the overtime rate shall be paid to bus drivers, child care attendants who ride a bus, and intervention aides who ride a bus, for time in excess of eight (8) hours of work or in excess of a ten (10) hour span, whichever computation produces the greater overtime. There shall be no more than two (2) segments used to compute a bus employee's work day.

Joint Committee. The parties agree to establish a joint committee consisting of three (3) persons appointed by the President of CSEA and three (3) persons appointed by the Superintendent to analyze, review, consider and/or make recommendations by December 31, 2018 on conversion of bus drivers, child care attendants, and bus aides to seven (7) hour per day employees with elimination of the ten (10) hour span in this section, and any other issues the joint committee believes it should consider.

9.11 Truck Driver Overtime / Summer Work / Inspection.

A. Overtime.

1. School-year overtime shall be offered to all truck drivers on a rotation basis. The initial rotation shall begin with the most senior driver on the basis of job classification seniority. Sign-up lists for weekday and weekend overtime shall be posted for at least two (2) work days at truck driver work locations (currently 737 East Hudson, and Food Production Center), through the Wednesday prior to the overtime period or through the third work day prior to an extended weekend. The Board will administer the overtime roster in such a way as to be fair and equitable in the assignment of overtime.
2. All new drivers are excluded from overtime the first time around.
3. Any driver who is absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn.
4. It is recognized by the parties that some overtime will occur in connection with various routes and such overtime will not be bid. It is further recognized by the parties that overtime bidding may not be practicable when the need for overtime is not known at least twenty-four (24) hours in advance.
5. A truck driver may be removed from the overtime rotation as a result of formal discipline action related to overtime duties.
6. Truck drivers will be offered available overtime work in the truck driver department before other employees are offered such work.
7. In the event that an insufficient number of truck drivers accept overtime, drivers shall be assigned by reverse seniority.

B. Summer Work.

All summer truck driving work, beyond that assigned to calendar-year truck drivers, shall be offered to school-year truck drivers before being offered to other employees.

9.12 Warehouse Personnel Overtime (Known at least 24 hours in advance).

- A. Warehouse personnel shall be offered overtime and extra time in the appropriate classification on a rotating basis beginning initially with the most senior warehouse personnel on a job classification basis at the site where the employee is regularly assigned.
- B. Any warehouse personnel absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn.

- C. Any warehouse personnel may be removed from the overtime rotation as a result of formal discipline action related to overtime duties.
- D. It is recognized by the parties that some overtime will occur in connection with various routes and such overtime will not be bid. It is further recognized by the parties that overtime bidding may not be practicable when the need for overtime is not known at least twenty-four hours in advance.

9.13 Maintenance / Vehicle Maintenance Overtime Compensation.

Maintenance Department (may include Engineering Services personnel) or Vehicle Maintenance Department employee required to work overtime may, at the employee's option, elect to receive compensatory time in lieu of paid overtime for up to one-half (1/2) of all overtime worked by that employee. Compensatory time shall be credited on the basis of one and one-half (1 1/2) hour for each hour of overtime worked by the employee. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of forty (40) hours. Whenever the employee desires to take time off earned on the basis of compensatory time, the employee shall submit a request to the employee's supervisor. The supervisor may not unreasonably deny the employee's request to use accrued compensatory time. Except in emergency situations, an employee shall submit a request to use compensatory time a minimum of three (3) work days in advance of the time desired off unless the supervisor agrees to lesser notice. After an employee has used any or all of the employee's accumulated compensatory time, the employee may accumulate additional compensatory time up to the forty (40) hour maximum. If the employee's request to use compensatory time is denied, the employee shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the rate in effect at the time of payment.

9.14 Data Processing Overtime.

Data Processing Computer Employees periodically assigned on-call responsibility and system check responsibility during periods of non-production (generally weekends and holidays) will be paid a minimum of two hours pay for each such assigned day. The rate of such pay, and pay for hours actually worked in excess of two, shall be in accordance with the Board/OAPSE Agreement. Such periodic assignments shall normally be rotated among Computer Operator Is and Computer Operator IIs and such employees shall normally be furnished with a pager during such on-call assignment.

9.15 Breaks / Smoking on School Grounds.

- A. Employees working a scheduled day of seven (7) or more hours shall be provided two (2) fifteen-minute breaks, one of which shall occur during the first half and one of which shall occur during the last half of the work day. Employees working a scheduled day of four (4) or more hours shall be provided one (1) fifteen-minute break. The break(s) may be scheduled by the responsible supervisor and may not be used to adjust the employee's scheduled workday. For food service personnel, the breaks provided in this provision shall be fifteen-minute breaks.

- B. Any policy regarding smoking adopted by the Board of Education shall be applied uniformly to all CPS employees.

9.16 Food Service Lunch / Breaks. Cafeteria employees scheduled to work four (4) hours or less shall not be required to take a one-half (1/2) hour lunch break during said four (4) hours or less scheduled hours; provided, however, employees working four (4) hour schedules will be permitted to take a fifteen-minute break during such four (4) hour period.

9.17 Working in Higher Job Classifications. Any employee assigned to work in a higher job classification shall be paid, from the first day of such assignment, at the rate for the higher job classification, provided such assignment is for more than five (5) consecutive work days or the employee does work five (5) consecutive work days or longer in the higher job classification. The rate of pay shall be determined by application of the provisions of Article 20 of this Agreement. If a holiday(s) for which the employee would normally be paid falls during the assignment, the employee shall be paid at the rate for the higher job classification for such holiday(s). Assignments of custodians during the summer months as a result of vacation schedules for head custodians shall not be subject to the above provisions of this Section.

9.18 Emergency School Closings / Calamity Days.

- A. Employees shall be paid for all time lost when the Board determines that schools are officially closed on a system wide basis owing to disease epidemic, hazardous weather condition, or other public calamity. Nothing herein shall be construed as requiring payment in excess of the employee's regular wage rate or salary for any time worked while the school in which he/she is employed is officially closed for the reasons set forth herein. Members of the bargaining unit who are, by reason of their assignment, required to work when schools are closed for such reasons shall be paid at their regular wage rate unless the employee elects to receive equal compensatory time off in lieu of payment. The employee must notify the Supervisor in writing by the end of the business day after the time has been worked if the employee desires to use compensatory time at a future date rather than receive payment. The compensatory time shall be taken at a time that is mutually agreeable to the employee and the employee's supervisor and shall be taken, where practical, within a two-week period following the day when the compensatory time was earned.
- B. Employees shall be paid for all time lost when the Board determines that one or more individual schools are closed owing to damage to a school building, other temporary circumstances due to utility failure, or other public calamity, and no work is available in the closed school within the employee's classification, except that the Board may offer such employees work within their classification at other schools or the Food Production Center. Employees declining such work shall not be paid for time lost, except those employees with a scheduled work day of four (4)

hours or less shall not be required to report on the first day to another location in order to be paid. In the event the school is closed after employees report to work, the necessary travel time to the temporary location shall be considered a part of the work day. The employee shall be paid the mileage rate if the distance is more than four (4) miles.

9.19 Summer Cleaning Positions. Notwithstanding the provisions of 8.10 J, summer cleaning positions in individual schools which are determined by the Board to be available for school-year employees shall be offered to school-year personnel on the basis of system seniority. Such positions shall be for a minimum of five (5) hours per day.

9.20 Vehicle Maintenance / Buildings and Grounds Overtime. Vehicle Maintenance and Buildings and Grounds overtime at a work location, respectively, shall be offered to employees whose name appears on an overtime rotation list beginning with the employee with the most job classification seniority on a rotating basis except that an employee who has started a project which requires overtime shall be entitled to finish that work. The distribution of overtime shall be offered in a fair and equitable manner.

9.21 Overtime in Treasurer's Office. When the Treasurer or his/her designee determines that overtime is needed, the overtime will be handled as follows:

- A. Overtime will be offered first to the individual(s) whose job(s) require overtime.
- B. The overtime will next be offered to others in the same classification within the section in which the overtime is needed based on job classification seniority.
- C. If additional employees are needed, the overtime will then be offered to employees in the job classification who appears on an overtime rotation list on a rotational basis beginning with the employee with the most job classification seniority. Employees desiring overtime shall sign an overtime rotation list jointly maintained by a designee of OAPSE Local 721 and a representative of the Treasurer.

9.22 Buildings and Grounds / Vehicle Maintenance Stand-by Pay. Buildings and grounds and vehicle maintenance stand-by duty will be offered on a rotating basis among those employees who have signed up on a stand-by list at a specific work location. An employee on a stand-by rotation list may decline a stand-by opportunity in advance in sufficient time to allow assignment to someone else and in such case shall lose that turn on the stand-by rotation. If all employees decline to accept stand-by duty, the duty will be assigned to the employee with the least job classification seniority. It is recognized that buildings and grounds stand-by may be offered to persons in specific classifications, or who have special skills or assignments rather than all employees.

Employees are on stand-by when all of the following conditions apply:

- A. The Supervisor informs the person he/she is on stand-by in writing and the employee accepts that assignment.
- B. The employee remains in the physical proximity of the employee's home phone (or he/she may wear a beeper or be accessible by cellular phone, with the Supervisor's approval).
- C. The employee returns to work within 30 minutes of receiving the call (or no longer than regular drive time if the employee lives more than 30 minutes from the work site).
- D. The employee remains in work ready condition (no alcohol, adequate sleep, etc.).
- E. The employee realizes that failure to report to work when on stand-by duty is grounds for permanent removal from the stand-by list or appropriate employee discipline.

Employees on stand-by duty shall be compensated at the rate of one-fourth (1/4) of their regular rate of pay, for all time spent in stand-by status when not actually working. The employee will be paid the employee's regular rate of pay from the time the employee reports to work until completion unless the time actually worked would qualify the employee for overtime compensation in which event the employee will be compensated at the employee's overtime rate. The duration of the stand-by duty shall be set by the Supervisor.

Time spent on stand-by duty shall not constitute "hours worked" for the purposes of overtime calculations.

Stand-by is differentiated from being "on call" wherein management may make a good faith effort to contact an employee, but no penalty follows if the employee does not come to work. Being "on call" does not require additional payment by management unless the employee is actually called to work.

9.23 Early Dismissal for Employees in School Buildings. If schools close early on the last school day before winter break and before spring break, bargaining unit members with the exception of custodians, may leave early when the building principal dismisses/releases the teachers in the building. (All other members see Section 13.8 for early dismissal.)

9.24 Remote Learning.

- A. The Superintendent has sole discretion to move between remote and in-person learning on a districtwide, building, program, equity based and/or classroom level.

Remote learning is not considered closure for purposes of calamity, and Section 9.18 of this Agreement is not applicable to remote learning.

- B. Employees will be expected to work on remote learning days and shall be paid their scheduled regular rate of pay. When the Superintendent has moved to a remote learning day on a districtwide basis due to weather, members of the bargaining unit who are, by reason of their assignment, required to work onsite shall be paid according to Section 9.18(A).

ARTICLE 10 — WORKING CONDITIONS

10.1 Job Descriptions. The Board shall deliver to the Union the present job description for each classification prepared in accordance with Ohio Revised Code 3317.12 within thirty (30) days after the effective date of this Agreement.

10.2 Change in Working Conditions.

- A. The Board shall make it a practice to discuss with the Union, in advance, changes in working conditions which affect multiple classifications of employees or affect employees within a classification throughout the district. This provision is not intended to apply to changes in duties which are permissible under Civil Service Rules and Regulations but is intended to refer to significant system wide matters such as Section 12.6. This Section 10.2A shall not be subject to Article 6.

- B. A classified civil service employee shall not be assigned work in violation of the employee's class specification, Columbus City Civil Service Commission Rules and Regulations and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working conditions for a classified civil service employee. An instructional assistant shall not be assigned work in violation of the employee's class specification, Section 3319.088 of the Ohio Revised Code and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working conditions for an instructional assistant. In the event that the Board assigns work to an employee which the Union contends is a violation of this Section, the Board, upon notification from the Union, shall meet with the Union to discuss whether there has been a change in working conditions for an employee. If the Board and the Union are unable to satisfactorily resolve a dispute concerning a question of whether there has been a change in working conditions for an employee, the Union may, within ten (10) calendar days after the Board and Union meet, submit the matter for a decision to (1) the Civil Service Commission in the case of a question concerning a classified civil service employee and (2) an arbitrator in the case of a question concerning an instructional assistant. If the Civil Service Commission declines to exercise or grant jurisdiction,

the Union shall have the right to proceed to arbitration on a question concerning a classified civil service employee. Arbitration proceedings under this Section shall be held in accordance with Article 6.

10.3 Creation of New Classification.

- A. Prior to requesting the Civil Service Commission to make any change which creates a new bargaining unit classification or affects an existing bargaining unit classification (including any changes in duties, typical tasks or definitions), the Board shall notify the Union of its intention to make such changes and, upon request of the Union, shall provide to the CSEA President or his/her designee all information which is proposed to be submitted to the Civil Service Commission and will further advise the CSEA President or his/her designee of the date the Civil Service Commission will consider the Board's request.

- B. Whenever the Board proposes to create a new bargaining unit classification, the Board will negotiate the pay range for such classification with the Union.

10.4 Performance Evaluations. All classified employees shall be evaluated on performance twice during the employee's probationary period and once during each year of employment. All performance evaluation conferences will be held on paid time. Any employee who receives an unsatisfactory evaluation may be required to jointly develop an improvement plan with his/her supervisor within one month of the evaluation.

10.5 Job Audits. Whenever the Board of Education is informed that a job audit is being conducted involving the members of the bargaining unit, it shall promptly notify the President of the Union of such audit including the positions being audited and by whom the audit is being conducted. The Board of Education shall also inform the person conducting the audit of the provisions of this Section. Upon receipt of such notice, the Union may request to meet with the Administration or its appropriate representatives to discuss their respective positions concerning the jobs under audit. The Union may, if it desires, request the Civil Service Commission or the person conducting the audit to allow the Association to state its position on the job under audit.

10.6 Commercial Drivers License (CDL) Requirements. Any member of the bargaining unit required to obtain a Commercial Driver's License (CDL) to operate a Board-owned vehicle as part of the employee's regular duties shall, in the event that said employee fails to pass the tests to obtain said CDL, be granted an additional sixty (60) calendar days to attempt to obtain the CDL after the employee becomes ineligible to drive a Board-owned vehicle due to failure to possess a CDL. During such sixty (60) calendar day period the employee shall be maintained in the employee's classification and pay range but may be assigned any bargaining unit work at the discretion of the Board. Upon passage of the tests to obtain a CDL, the employee shall be returned to the employee's regular duties and position. In the event that the employee does not obtain the CDL within said additional sixty (60) day period, the Board shall not be obligated to continue to employ the employee, however, the employee may apply for any Civil Service job with the Board that is not promotional and shall be given preference in appointment

within Civil Service Rules and Regulations. The Board need not provide the alternate employment for up to sixty (60) calendar days as stated above for any employee who had not begun to make an effort to pass the required tests to obtain a CDL at least forty-five (45) days in advance of the last day upon which the employee was required to obtain a CDL in order to be able to operate a Board-owned vehicle.

10.7 Training and Mentorship.

- A. The parties to this Collective Bargaining Agreement recognize the importance of training and mentorship in helping new and reassigned employees adjust to their jobs.
- B. There shall be established during this contract period a training/mentorship program. The members of the bargaining unit acknowledge that they can do much to assist new employees. This assistance may involve “ride along” assignments, observation, a “buddy system” or other creative arrangements that are agreed to between the supervisor, the new employee and bargaining unit member. Bargaining unit members who serve in such roles shall not be required to evaluate the new employee.
- C. The parties agree that professional development is an ongoing process that promotes and supports professional and personal growth for all members of the bargaining unit and may be required as a condition of employment. A Joint Professional Development Committee shall work with the Director of Training and Development for Classified Staff to structure and discuss scheduling of all professional development for all bargaining unit members. The Joint Professional Development Committee shall be made up of three (3) administrators appointed by the Superintendent and three (3) employees appointed by the President of the Union, and these members may rotate based on the classification(s) being discussed.

ARTICLE 11 — JOB SECURITY

11.1 Subcontracting.

- A. The Columbus Board of Education must notify the CSEA of any intention to subcontract any bargaining unit work and to give the Union an opportunity to be heard at a public meeting of the Board on such matters before a decision is made. It being understood that this notice applies to proposals for a change in policy requiring Board action as contrasted with the emergency, temporary or short-term project employment situations in which the administration has authority to act without specific prior Board action. After any decision to subcontract under the above provision, the impact upon bargaining unit employees will be discussed in the conference committee established under Section 16.3 of this Agreement. Nothing in this subsection shall be construed to limit the right of the Union to pursue other available legal remedies.

- B. During the term of this Agreement the Board shall not layoff any members of the bargaining unit as a result of the subcontracting of work being performed by members of the bargaining unit, whether such a resulting layoff actually precedes or follows the initiation of the subcontracted work.

11.2 Use of Aides, Student Helpers, Temporary Employees and Volunteers.

- A. The CSEA and the Board recognize the importance of the participation of parents and community members in the schools and acknowledge that parent and community volunteers may perform activities on behalf of the schools, so long as those activities do not lead to a reduction in the workforce, failure to fill vacancies, or the layoff of any bargaining unit member. Likewise, aides, student helpers, temporary employees and volunteers shall not be used to fill a position within any of the job classifications covered by this Agreement except as expressly permitted by this Agreement or in the event regular full-time people are not available to fill the position.
- B. In the event under Section 11.2(A), above, it becomes necessary to use aides, student helpers or temporary employees to fill positions in job classifications covered by this Agreement, such temporary employee, aide or student helper shall be paid at the rate of pay specified in this Agreement for such job at Step I.

11.3 Work Study Program. The parties understand and agree that from time to time the Board enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs which call for the employment of student helpers or other people involved in study programs. The above provisions of this Agreement are not intended to exclude such educational programs; however, the employment of persons under those programs shall not in any way be used to reduce the number of employees of the Board or be used to reduce the hours of employees of the Board.

11.4 Reduction in Work Force or Layoffs.

- A. Whenever it becomes necessary to reduce the number of employees in a job class due to abolition of a position or lack of funds, or lack of work, the layoff of classified employees shall be in accordance with Civil Service law and the procedures approved by the Columbus Civil Service Commission.
- B. The layoff of instructional assistants shall be on the basis of department seniority. Job classes for purposes of layoff of Instructional Assistants shall be the families identified in Section 8.14(L).
- C. An employee on layoff shall maintain reinstatement rights for a period of two (2) years from the date of layoff.

- D. The Board shall not employ any new instructional assistants while any instructional assistants are on layoff.
- E. In the event the placing in a school cafeteria of vending machines or automatic dispensing machines results in a reduction in the required personnel or their hours, the affected personnel shall not be reduced in classification or number of scheduled hours prior to being offered reassignment to a position with the same classification and number of scheduled hours except that such personnel may be assigned duties (no reduction in pay) related to a lower classification prior to being offered said reassignment position. Such offered position shall be the vacancy after the first posting.

11.5 Calendar Year Bus Driver Positions. During the term of this Agreement, the Board shall reduce the number of calendar-year, eight (8) hour bus driver positions only by attrition of such present employees or as a part of a general layoff in all classes of bus drivers.

11.6 Joint Committee for Layoff Procedure. As of the date of this Agreement, the Board does not contemplate the layoff of any employees, however, during the term of this Agreement, a joint committee comprised of equal numbers of Board and Union representatives will consider revisions of the reduction in workforce procedures that will be fair and easy to understand in the event that layoffs are needed in the future. The joint committee will present its work to the Union and the Board for consideration in the next round of bargaining. If the report is completed prior to the next round of bargaining, the parties may, by mutual agreement, enter into interim bargaining to consider implementation of this section only.

11.7 Creative Alternatives to Layoffs. The parties to this Agreement acknowledge that they may, within the course of a proposed layoff, negotiate creative alternatives aimed at meeting the needs of the School District and protecting the jobs of as many bargaining unit members as possible. If such agreement is reached, it shall be reduced to writing, and in this one specific situation, shall have full force and effect as though it were incorporated within this Agreement. If the parties do not reach agreement on other creative alternatives, then the layoff shall proceed as outlined in this Agreement.

11.8 Work Groups / TQE. The parties to this Agreement state their mutual commitment to providing quality customer service as efficiently and as economically as possible. To that end they agree to encourage work groups and teams to study and make recommendations regarding the improvement of work processes. Groups that successfully recommend improvements that lead to cost savings or significantly improved customer service will be recognized by the TQE office. Funding for such recognition shall be limited to the amount appropriated by the Board for this specific purpose. In addition, the Board may appropriate funds and award grants to persons making suggestions that lead to cost savings for the district. Employee suggestion award

grants shall be limited to the amount of money appropriated by the Board for this specific purpose. Individual and team grants or recognition shall be determined by the TQE office.

No employee will lose his/her job as a result of any suggestions made during the TQE process or the implementation of those suggestions.

As part of the TQE process, or separately if the parties prefer, a site based management committee consisting of an equal number of representatives of the Board and the Union will be established to work with managers of schools to help find and recruit compatible employees for particular sites.

ARTICLE 12 — EMPLOYEE DISCIPLINE

12.1 Conference.

- A. A conference conducted by a supervisor or administrator with an employee may be summarized in a written in a written conference report by such supervisor or administrator. The employee may be accompanied by a representative, who is another employee or an OAPSE representative, provided the conference results in a written conference report which will be placed in the employee's personnel file located at the Education Center. The supervisor or administrator conducting the conference may also be accompanied. The employee shall be advised, at the time such a conference is arranged, of the possibility of such a report. Arrangements by the employee for a representative shall not delay the conference, except that a prearranged conference involving a central office supervisor or administrator will normally be scheduled at least two (2) days in advance.
- B. The supervisor or administrator shall sign the conference report and shall provide the employee the right to indicate his/her views regarding the contents of the conference report in a space that shall be provided for this purpose on the conference report form.

The employee shall be allowed three (3) work days in which to prepare and place such views on the conference report form, sign the conference report, and return it to the supervisor or administrator. The employee's signature indicates only that the employee has seen the report and does not indicate either agreement or disagreement with the contents of the report.

- C. Disciplinary actions which require use of a Civil Service Personnel Action form shall be based on procedures which include the following:
 1. The employee shall normally receive at least three (3) work days' prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing.
 2. The employee shall have the right to be represented by a Union Steward or other OAPSE representative.

3. The employee shall have the right to present witnesses and to question any witnesses presented by the Board.
 4. The employee shall have the right to present any related evidence in his/her behalf.
- D. In determining disciplinary action for non-probationary employees, the supervisor/administrator must consider the seriousness of the infraction or unsatisfactory performance, the frequency of the infraction or unsatisfactory performance, and any other circumstances which have a bearing on the situation. In general, direct, verbal abuse of an employee by an administrative supervisor in front of students, parents or coworkers tends to reduce the employee's effectiveness. As a result, the parties agree that this practice should be avoided where reasonably practicable. Agreement to avoid such criticism where reasonably practicable is in no way intended to limit the right of the administrator/supervisor to give direction to staff. In the event that an employee believes that such criticism has occurred, the staff member may request a conference with the administrator/supervisor to discuss the incident. Following such a conference, in the event the employee believes that such criticism has again occurred, the employee may request a conference with the administrator/supervisor and representative of the Union, and the administrator/supervisor may be accompanied by a Board representative. Members of the bargaining unit shall not be subjected to repeated and/or extreme verbal abuse/intimidation by an administrator/supervisor or other agents of the Board.

12.2 Access to Personnel File. Anyone viewing the personnel file of an employee, except Board employees assigned to the personnel department or supervisors and administrators, shall sign and date a form provided for this purpose in the employee's personnel file.

12.3 Removal of Disciplinary Actions. An employee may request the removal of disciplinary Personnel Actions from his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the requirements indicated immediately above shall be honored. Employees who are required to attend a disciplinary hearing or a grievance hearing during their regularly scheduled work day shall be paid at their regular rate of pay for such time.

12.4 Public Complaints. Any complaint received by phone concerning a bargaining unit member shall include the name, address, and phone number if available, of the complainant, or such unsubstantiated complaint shall not be the basis for any action against the employee and shall not be placed in the employee's file. Such a complaint may be orally communicated to the employee.

12.5 Alcohol / Drug Testing. Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of his/her regular duties, any child care attendant who rides a bus, or any intervention aide who rides a bus, who is on paid status and appears to be under the influence of alcohol or any drug of abuse shall be taken promptly to a laboratory or hospital for a blood or other appropriate test, or the Board may elect to have such test administered at the Board's central administrative site.

The employee shall be on paid status until returned to the bus compound or regular work site, and the test shall be at Board expense. Refusal to submit to such a test shall constitute automatic resignation. Any positive test result will be cause for discipline, including discharge, recognizing that an appealable disciplinary action may be appealed to the Columbus Civil Service Commission. In the event this provision 12.5 is found to be unconstitutional by the State or Federal Court system, after appeals have been exhausted, this provision 12.5 shall be null and void and no negotiations on this matter shall be required during the term of this Agreement.

12.6 Right to Terminate Based on Driving Record.

- A. The Board shall have the right to terminate any member of the bargaining unit who is required to operate a Board-owned vehicle as a part of his/her regular duties upon the occurrence of any of the following:
 - 1. Any disqualifying violation as identified in the Ohio Department of Education Pupil Transportation Operation and Safety Rules. As of August 1, 2009, the law provides that a school bus driver shall be disqualified if the driver has more than six (6) points during the past two (2) years;
 - 2. A current conviction for the offense of operating a motor vehicle under the influence of alcohol or any drug of abuse, whether such conviction is the result of a court or jury determination, a plea of guilty or a plea of no contest;
 - 3. A current suspension or revocation of his/her operator's license by any court or the Bureau of Motor Vehicles.

- B. Before the Board exercises its right to terminate an employee in accordance with sections 1 or 3 above of this provision, the employee may request and shall be granted sixty (60) calendar days in which to accomplish a reduction below eight (8) points or to accomplish reinstatement of his/her operator's license. During such sixty (60) days the employee shall be maintained in classification and pay range but may be assigned any bargaining unit work at the discretion of the Board.

- C. Before the Board exercises its right to terminate an employee in accordance with sections 1, 2, or 3 above of this provision, the employee may request and shall be granted an unpaid leave of absence of up to six (6) months. During such leave

of absence, the employee may apply for any Civil Service job with the Board that is not promotional and shall be given preference in appointment within Civil Service rules and regulations. An employee on such a leave of absence as a result of violation of sections 1 or 3 will be returned to paid status if such violation is corrected.

- D. The timelines in sections B and C above begin when the Board notifies the employee that it intends to exercise its rights under this provision.
- E. The rights provided in B and C above shall not be exercised by an employee more than once.

12.7 Excessive Use of Sick Leave. The administration of discipline for alleged excessive use of sick leave shall be in accordance with the following:

- A. Excessive use of sick leave will not be alleged by the Board unless an employee has used 9 or more days of sick leave beginning with the first day of sick leave through the ninth (9th) day of sick leave or one year from the first day of sick leave, whichever occurs first.
- B. No days of absence due to death in the immediate family of an employee shall be counted in such nine (9) or more days. A statement from a physician (doctor, psychiatrist, psychologist) will be considered if submitted at the time of the absence report. Verification of death in the immediate family may also be required.
- C. No employee will be disciplined in accordance with this provision for excessive use of sick leave unless the employee has been previously given a non-disciplinary conference summary setting forth the Board's concern regarding the excessive use of sick leave as defined in 12.7(A) above. No employee shall be disciplined as a result of the excessive use of sick leave which is the subject of such conference summary.
- D. No employee will be disciplined in accordance with this provision for excessive use of sick leave who has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools.
- E. Nothing in this provision is intended to limit or expand the Board's right to discipline employees for other specific inappropriate actions related to the use and processing of sick leave.

- F. The designated Human Resources administrator may (but need not always) require written certification to justify use of sick leave from the employee's physician when:
1. There is a pattern of use which indicates potential abuse such as work days before or after a holiday or vacation, on Mondays or Fridays, or a certain time of year; and
 2. There is reasonable suspicion of sick leave abuse.
- G. The Human Resources Director may require the employee to provide additional documentation regarding his/her medical condition whenever there is a question about return to work date, ability to do the job or concern about the length of projected illnesses. If the employee does not provide adequate information, or there remains a question, the Director of Classified Personnel, consistent with Civil Service Rules, may have the employee examined by a third-party physician who shall be compensated by the Board.

12.8 Use of Paid Holidays as Day of Suspension. Paid holidays shall not be utilized as days of suspension unless the employee and the administration agree to such utilization.

ARTICLE 13 — HOLIDAYS

13.1 Paid Holidays for 12 Month Employees. The following days shall be recognized as paid holidays for all employees of the bargaining unit except those employees covered by 13.2 of this Article.

Labor Day	Good Friday
Thanksgiving Days (2)	Easter Monday
Christmas Days (2)	Easter Tuesday
New Year's Day	Memorial Day
Martin Luther King Day	Juneteenth
Independence Day	

13.2 Paid Holidays for Employees Working Less than 11 Months. Employees with a regularly scheduled work year of less than eleven (11) months shall observe the following paid holiday provisions:

Labor Day	Martin Luther King Day
Thanksgiving Days (2)	Good Friday
Christmas Days (2)	Memorial Day
New Year's Day	

In addition, the employee will receive Juneteenth as a paid holiday of that day falls during the employee's time of employment.

In addition, such employees shall receive one week's pay (five (5) days pay at their regular rate for their regularly scheduled hours) for the week following Easter. The provisions of Sections 13.4 and 13.5, to the extent applicable, shall also apply to employees covered by this subsection.

13.3 Eligibility for Holiday Pay.

- A. Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays. In order to be eligible for holiday pay, an employee must accrue earnings on his/her last scheduled work day prior to such holiday and his/her first scheduled work day following such holiday, unless on either of such days the employee was on an excused absence, or on sick leave for which pay was granted.
- B. When an employee elects retirement under the School Employees Retirement System and the date of separation is the last scheduled work day of a month and there is a paid holiday(s) following such scheduled work day that is in the same month, then the employee shall be paid for such holiday(s).
- C. Any employee working on a prearranged, fixed schedule will be paid for July 4th provided that the employee works the day before and the day after the holiday.

13.4 Holidays Falling on Saturday and Sunday. Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his/her regular rate for such holiday in addition to his/her normal pay for that day.

Holidays falling on Sunday shall be celebrated on the following Monday unless that Monday is a regularly scheduled day of pupil attendance, in which event, the Friday preceding Sunday shall be celebrated as the holiday. In the event that Friday is a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his/her regular rate for such holiday, in addition to his/her normal pay for that day.

13.5 Holiday Pay. If any employee is required to work on a holiday, he/she will be paid one and one-half (1 1/2) times his/her regular hourly rate of pay for all hours worked in addition to his/her holiday pay.

13.6 Change of School Calendar. In the event, during the term of this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number. In the event this sub-paragraph becomes applicable, the matter of exchange of holidays shall be referred to the Labor Management Committee pursuant to Section 4.13(A) of this Agreement.

13.7 Religious Holidays. An employee may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that the proper observance of such religious holiday prohibits the performance of work on such day and provided the employee is an active member of such religious body. Requests for such absence shall be made of the designated Human Resources administrator at least ten (10) school days prior to the holiday. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from sick leave.

13.8 Early Release. All employees assigned to the Education Center and related administrative offices will work one (1) hour less than their regular schedules, before: Thanksgiving break, Christmas break, New Years break and Fourth of July break.

ARTICLE 14 — VACATION

14.1 Eligibility.

- A. Vacation eligibility — All bargaining unit employees employed on the basis of a scheduled work year of eleven or twelve months shall be entitled to accrue vacation with full pay in accordance with the following schedule:

Years Employed by Board of Education Days of Vacation

* 0 but less than 5 years	10 days
5 but less than	13 days
10 but less than 15 years	16 days
15 but less than 20 years	19 days
20 but less than 25 years	22 days
25 years and above	25 days

*Vacation accrued during the first year of employment shall be forfeited if the employee does not complete one full year of employment with the Board.

Employees with a regularly scheduled work year of less than eleven months shall not gain vacation eligibility as a result of the extension of their work year by voluntary election of available summer work.

- B. The provisions of Section 3319.084 of the Ohio Revised Code shall apply to bargaining unit personnel for the purpose of determining vacation eligibility.

14.2 Scheduling. Vacation scheduling — Eleven and twelve-month employees shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor, between June 15 and August 15, subject to the following:

- A. During summer, winter and spring recesses, at least one (1) custodian in elementary and middle schools and at least two (2) custodians in high schools may be required to be on duty.
- B. At least one-third of employees in an assigned work location may be required to be on duty.
- C. Provisions of A and B above shall not prohibit employees from taking their annual vacation, and the more senior employees, based on classification seniority, shall have preference over the more junior employees with regard to vacation scheduling.
- D. Employees in the Treasurer's Office, Data Processing Department, and Warehouse shall continue to arrange vacation with their supervisors at mutually convenient times.
- E. The administrative practice of arranging summer vacation schedules in the late spring and on days when students are not in attendance shall continue during the term of this Agreement.

At any other time, a request may be submitted to the appropriate supervisor at least ten (10) business days prior to the first day of the requested leave. The request will be approved provided such supervisor deems that such vacation will not interfere with the normal operation of the school system, and during the school year, no more than one (1) person is absent at a time at that location. A supervisor shall communicate

approval or denial of a leave request within 7 business days of receipt in the department's office.

14.3 Applying Vacation or Personal Leave Time Towards Absence. The Board may not apply an employee's vacation leave or personal leave toward any absence without the consent of the employee.

ARTICLE 15 — SICK LEAVE

15.1 Accrual Rate. Unused sick leave shall be cumulative without limit. Every eight-hour employee shall be entitled to 12 hours of sick leave per month from September through June unless on leave of absence. For less than eight-hour employees, sick leave shall be accumulated monthly at 1.5 times the daily hours worked and accrual will be posted once a month September through June.

New employees shall be permitted a negative sick leave balance during each fiscal year not to exceed five (5) days in the first year of employment without incurring loss of pay; provided, however, an employee who allows his/her negative sick leave balance to reach five (5) days during the fiscal year shall lose the right to maintain a negative sick leave balance without incurring loss of pay for the remainder of the particular fiscal year. An employee with a negative sick leave balance shall have the value of such negative sick leave balance deducted from his/her final paycheck upon termination. A paid holiday shall not be charged against the earned sick leave of an employee.

15.2 Use of Sick Leave. Sick leave with pay may be used only for the following purposes:

- A. For absence of the employee due to illness, injury, or exposure to contagious diseases which could be communicated to other employees or school children.
- B. For absence of the employee due to illness of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as the father, mother, brother, sister, son, daughter, husband or wife of an employee; and, if they reside in the home of the employee, the stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, of the said employee.
 - 1. If an employee is absent not more than five (5) consecutive school days because of the illness of a member of the employee's immediate family, the employee need only make the report of absence required by Section 15.3 of this Agreement in order to be eligible for sick leave with pay for such absence.
 - 2. If an employee is absent in excess of five (5) consecutive school days for this reason, the employee must provide the Director of Classified Personnel with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee, in order for the employee to be eligible for sick leave with pay for such absence.

3. Sick leave may be used due to the illness of a stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, of an employee who does not reside in the home of the employee, only if the employee provides the designated Human Resources administrator with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee and the designated Human Resources administrator approves the use of sick leave for such purpose.
- C. **Bereavement Leave.** For absence due to death in the immediate family of an employee, death in the immediate family of an employee is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, aunts, uncles of the said employee, as well as dependents as defined by the IRS living in the home, or any person living in the home to whom the employee is the primary care giver. Such death leave will normally be for a period of five (5) school days. If it is necessary for an employee to be absent from work on death leave more than five (5) school days, permission for such additional leave must be secured from the Human Resources Director.
- D. Absence due to personal illness related to pregnancy.
- E. Absence on Sundays, holidays, and non-work days shall not be charged against sick leave.
- F. The employee must report his/her absence to his/her supervisor at least one hour before the shift begins unless the particular department or building has a different requirement or process.
- G. The Supervisor, Custodial Services shall clearly communicate to all custodians the procedures for reporting intended absences from work. In no case shall day custodians be required to report such absence more than one and one-half (1 1/2) hours prior to their scheduled starting time and night custodians earlier than 12:00 noon on the day of absence.

15.3 Required Documentation. Certification required in case of sick leave absence is as follows:

- A. When an employee is absent, a report for such absence, signed by the employee and his/her principal or immediate superior, shall be completed by such employee on a form supplied by the Board, which form shall be filed with the Treasurer within

three (3) work days following the last day of absence or, for school year employees, three (3) days after the last regularly scheduled work day before summer break, whichever occurs first.

- B. If an employee has received medical attention during his/her period of absence, his/her report must set forth the name and address of his/her attending physician and the dates when he/she was consulted. The filing of any willfully false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

- C. If the employee expects the duration of absence to be five (5) or more consecutive work days, the employee must notify his/her immediate supervisor of the expected duration by the work day before the leave begins. In the event the estimated duration of the absence is expected to extend over a period of fifteen (15) consecutive work days or longer, or when an absence has been continuous for such a period, the employee shall notify the administration of the estimated duration of absence by completing a designated form. Such form shall require the submission of a physician's statement indicating the nature and duration of the employee's illness, or, if use of sick leave is due to pregnancy, the approximate date of delivery. Such notification shall be submitted fifteen (15) days prior to the expected first day of absence when such day can be anticipated or not later than the 20th day of a continuous absence in cases where the absence could not be anticipated. Employees who have been out of work on account of illness for fifteen (15) consecutive workdays or longer, must have the approval of the Superintendent before returning to work. Such approval shall be secured through the School Physician after he/she has received a confidential report from the personal physician of the absent employee, indicating the nature of the illness and the condition of the employee.

15.4 Sick Leave Incentive. Employees who do not use sick leave (except for bereavement leave under Section 15.2(C)), or leave without pay, during the period of August 15 - January 15, or the period of January 16 - June 16, and who are available for work throughout the period, shall receive a \$50 attendance incentive payment for either or both of the periods or the following program in 15.5. *[See Section 12.7 for the administration of discipline for alleged excessive use of sick leave.]*

15.5 Sick Leave Cash Conversion.

- A. An employee shall have, pursuant to the following provisions, the options to convert to cash benefit payable on the last payday in December and the last payday of the school year, or carry forward the balance of any unused sick leave credit at year's end.

An employee who accrues sick leave pursuant to this agreement shall have the following options with regard to the portion of sick leave credit:

1. Carry forward the balance of sick leave credit.
2. Receive a cash benefit conversion for the unused balance of sick leave credit.

Unused sick leave shall be converted as described below:

An employee who did not use sick leave during the previous work period may convert up to three weeks of unused sick leave at a rate equal to fifty percent of the employee's base rate of pay. The first work period shall be defined as the first work date of the school year through the last work date of November; the second work period shall be defined as the first work day in December through the last work day of the school year.

An employee who used no more than one day of sick leave may convert five (5) days, at a rate equal to fifty percent of the employee's base rate of pay.

An employee who used no more than two days of sick leave may convert four (4) days, at a rate equal to fifty percent of the employee's base rate of pay.

- B. The failure of an employee to utilize one of the sick leave conversion options listed above shall result in the automatic carry-forward of any balance of sick leave credit.
- C. Any cash benefit conversions of sick leave made at year end under the provisions of this rule shall not be subject to contributions to any of the retirement systems either by the employee or the employer.
- D. An employee eligible to receive a cash benefit conversion of sick leave credit must indicate his/her desire to convert any sick leave no later than the end of the pay period that includes the first day of November and the end of the pay period that includes the first day of June.
- E. Except in extraordinary circumstances, and with the agreement of the union and the administration, employees who participate in the sick leave cash conversion are ineligible to apply for sick leave donation for one full school year after the cash conversion payment.

15.6 Sick Leave Donation Procedure. A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

- A. For the purpose of this procedure, the term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (Amyotrophich Lateral Sclerosis)
- Cancer
- Cerebral Palsy, Muscular Dystrophy
- Condition causing paralysis
- Hemophilia
- Mental Illness (Requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal Cord injury
- Stroke or Cerebrovascular accident
- Cardio Vascular procedure

- B. The Health and Safety Committee shall review request under this provisions. In order to approve a request for catastrophic illness/injury sick leave donation, a two-thirds (2/3) vote of the entire committee must prevail. The committee will establish rules and procedures for the allocation and disposition of donated leave. All rules and decisions of the Joint committee require a two-thirds (2/3) vote of the entire committee.

- C. Application for sick leave donation must be jointly submitted to the Director of Classified Services. Applications will include, but not be limited to the following information:

1. Nature of illness/injury.
2. Physician(s') statement as to the condition and the need for sick leave.
3. Projected date of return to duty.
4. Explanation of previous sick leave usage.
5. Any other pertinent information that applicant can submit to the committee for its consideration.

- D. The committee shall meet and make a determination regarding the request. The bargaining unit member shall be informed of the committee's decision in writing within three (3) days of the meeting. The decision of the committee shall be final.
- E. CSEA will assume the responsibility for solicitation of donations for approved bargaining unit members, subject to procedures established by the committee. A form shall be mutually developed to solicit donations. Bargaining unit members may donate any amount of their unused sick leave to the affected member. A maximum of forty-five (45) days may be granted to the applicant. If additional sick leave donation beyond the forty-five (45) maximum is needed, the bargaining unit member must reapply for consideration by the committee. All donation forms will be submitted by CSEA to the Director of Classified Services.
- F. The committee shall not grant donated sick leave so as to delay the disability retirement of an employee.
- G. All information and reports relating to the applications under this policy shall remain confidential to the extent allowed by law.
- H. A bargaining unit employee using donated sick leave shall not earn or accrue any sick leave. If an employee does not use all of the donated sick leave days granted to him/her, the unused days will be returned to the donation pool. This return will be effective when the employee returns to work, resigns, retires, or otherwise is separated from employment.

ARTICLE 16 — OTHER LEAVES

16.1 Personal Leave.

- A. Each employee shall be credited with two (2) personal leave days each year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. If possible, an employee will give his/her building principal or other immediate supervisor twenty-four (24) hours advance notice of his/her intention to take such leave. When an employee is absent for personal reasons, a report of such absence, signed by the employee and his/her building principal or other immediate supervisor, shall be filed with the Treasurer within three (3) work days following the last day of absence, or, for school year employees, three (3) days after the last regularly scheduled work day before summer break, whichever occurs first. Such report shall contain certification by the employee that his/her absence was not for one of the reasons proscribed below. The filing of a false statement by an employee shall be considered by the

Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave:

1. Gainful employment in which the employee receives compensation;
 2. Any activity in connection with or in planning for a strike or any other work stoppage, or any concerted action related to a strike or work stoppage;
 3. When the Human Resources Director deems that the number of requests for personal leave on the same day by employees in a given department or work location may jeopardize the safe or efficient operation of the district.
- B. For purposes of this section, beginning July 1, 2018, a year is from July 1 through the following June 30, employees appointed after July 1 in a given year shall be credited with one (1) day of personal leave in that year, and employees appointed after March 1 in a given year shall not be credited with any personal leave in that year. Employees on an unpaid leave of absence in excess of ninety (90) calendar days during their scheduled work year shall be credited with one (1) day of personal leave in that year, and employees on an unpaid leave of absence in excess of one hundred eighty (180) calendar days shall not be credited with any personal leave in that year. New employees shall not be eligible to use personal leave during their probationary period.
- C. Procedures for the administration of personal leave shall be as follows:
1. When an employee intends to use personal leave, he/she shall give his/her building principal or other immediate supervisor twenty-four (24) hours advance notice, if possible. In classifications and locations where the administration permits the use of personal leave for a part of a work day, employees may take personal leave for a part of the work day only if the employee has notified his/her building principal or immediate supervisor at least one day in advance.
 2. Upon returning from the leave, the employee shall complete the contractually required report.
- D. In addition to the above, an employee may be absent one (1) day a year for emergency personal reasons as a result of a written request approved in advance by the Human Resources Director, or his/her designee. Such additional day may not be accrued from year to year and shall be granted as deemed appropriate by such Director. No action taken by the Board or its administrative agents in connection with this paragraph D shall be subject to the grievance procedure.

16.2 Leave of Absence / Illness Disability.

- A. In accordance with the provisions of Revised Code, Section 3319.13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision is not intended to limit other requirements of Section 3319.13 as they affect bargaining unit employees.
- B. The Board of Education shall continue to carry, on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, and/or life insurance.

16.3 Worker's Compensation Leave.

- A. If the basis for an approved leave of absence, after sick leave has expired, is the result of an allowed Worker's Compensation claim in which the Board of Education was the employer, the Board shall continue to pay that portion of the hospitalization and life insurance premiums for the employee involved in accordance with other sections of this Agreement during the period of such absence, provided: (a) such period shall not exceed two (2) years, and (b) the employee does not elect to take retirement including disability retirement through the School Employees Retirement System.
- B. The payments by the Board provided in paragraph A above shall be initiated and maintained in accordance with the following:
 - 1. The employee or his/her designee must notify the designated Human Resources administrator in writing of any Worker's Compensation claim within thirty (30) days of the injury resulting in the claim or the reactivation of a claim. In the event of such notification to the designated Human Resources administrator, the Board shall continue such payments for a maximum of one hundred twenty (120) days from the date of the injury while the claim is being processed.
 - 2. Failure to provide notifications required in (1) above will terminate the Board's responsibility to provide such insurance benefits.
- C. Any custodian, head custodian, food service helper, cook, food service manager, or clerical employee with a regularly scheduled work day of four (4) or more hours who is injured on the job shall have the option of returning to the same job assignment within the initially granted leave period provided:

1. The position is not abolished during the leave;
2. The employee files a Worker's Compensation claim within thirty (30) days after the injury and notifies the designated Human Resources administrator in writing during such thirty (30) day period; and
3. The return is within one (1) year of the injury.

The right to return to the same job assignment is void if the Worker's Compensation claim is denied. The Board may assign replacement employees on a provisional or limited basis with notification that the employee will be reduced, transferred, or terminated upon the return of the injured employee.

- D. Any employee injured as a result of an industrial injury for which Worker's Compensation is payable shall have the opportunity of electing to receive temporary total compensation benefits prior to exhausting accrued sick leave benefits or vacation pay.

16.4 Assault Leave. An employee may be eligible to paid leave for absence due to injury resulting from a physical assault employee which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

- A. The employee's conduct was within the boards of general standards of proper and appropriate behavior;
- B. The employee's immediate supervisor or other appropriate supervisor or administrator is notified as soon as possible of the occurrence;
- C. The employee submits the certificate required in case of assault leave absence, accompanied by the physician's statement required below;
- D. The employee provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;

In the event the foregoing conditions are satisfied, none of the first forty (40) days of absence resulting from such occurrence shall be deducted from the employee's accumulated sick leave or personal leave;

Worker's Compensation cannot be received simultaneously with sick/assault leave benefits.

16.5 Maternity / Paternity / Adoptive Leave. An employee anticipating the birth or adoption of a child to the family may request and shall be granted an unpaid maternity, paternity, or adoptive leave of absence, provided the following stipulations have been met:

- A. Such request shall be submitted on the designated form to the designated Human Resources administrator, at least thirty (30) days prior to the beginning date of the requested leave.
- B. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability.
- C. The request for adoptive leave shall be accompanied by a statement from the adoption agency.
- D. Such leaves shall be granted in six-month segments of January 1 through June 30 or July 1 through December 31. The requested duration of such leave shall be for the remainder of the six-month segment in which the leave commences and shall not exceed the two subsequent six-month segments. The employee may submit a request to the designated Human Resources administrator for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such employee shall be returned to service on the requested date or the earliest following date when a vacancy occurs in employee's classification, provided the Board would have otherwise filled that vacancy.
- E. The employee shall notify the designated Human Resources administrator in writing of his/her intention to return to service at least 120 days before he/she expects to resume his/her duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The employee shall be informed of receipt of such notification of intent to return. Failure on the part of the employee to comply with this regulation may be deemed by the Board as an automatic resignation.
- F. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting employee has been arranged, the adopting employee may request early reinstatement from leave and such request will be given priority consideration by the Administration.

16.6 Jury Duty. Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid the difference between his/her jury pay and his/her base rate of pay [not to exceed eight (8) hours per day] for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave.

16.7 Insurance Benefits While on Leave. At least ten (10) days prior to a change by the Board of the employment status or insurance coverage of an employee who is on sick leave and whose sick leave has expired, the Board shall notify the employee of his/her options and responsibilities. At that time an employee is officially notified that he/she has been granted a leave of absence, the Board shall notify the employee of his/her options and responsibilities with regard to maintaining insurance and with regard to his/her return to duty. Such notification as provided above shall be sent by certified mail, return receipt requested, to the last address provided the Board by the employee as shown on the employee's paycheck.

16.8 Benefits Provided Upon Return. A member of the bargaining unit returning from a leave of absence shall be assured of the reinstatement of all fringe benefits provided by this Agreement for which said member is eligible under the terms of this Agreement.

16.9 Family Medical Leave Act (FMLA) Leave.

A. Employees who have worked for the Board for at least twelve (12) months, and have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for the following:

1. For birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;
3. To care for the employee's spouse, child or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

B. For the purposes of Section 16.8(A):

1. FMLA leave shall be granted for an employee's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the Board, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.
2. "Child" means a child wither under eighteen (18) years age or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

3. "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."
 4. An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee.
 5. The Board retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.
 6. The Board retains the right to require written documentation of the family relationship, when applicable.
- C. For the purposes of Sections 16.8(A)(3) and (4), a "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves:
1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility;
 2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or
 3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or a long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
 4. Prenatal care by a health care provider.
- D. Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis, however, the Board may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.
- E. Upon return from FMLA leave, the employee shall be returned to the position held prior to the leave or an equivalent position.
- F. The Board shall maintain health insurance benefits for the duration of FMLA leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave.

- G. During an unpaid FMLA leave, an employee shall not continue to accrue seniority and shall not accrue any employment benefits for the period of the leave, except for continuation of insurance benefits as provided in Paragraph (F) immediately above.
- H. All accrued sick leave benefits must be utilized for any FMLA leave taken for any reason which qualifies for sick leave under Article 15 of this Contract. All accrued vacation leave benefits must be substituted for all or part of any unpaid FMLA leave taken after sick leave benefits have first been exhausted or for any FMLA leave for which sick leave is not applicable.
- I. The following notice and scheduling requirements shall apply to FMLA leave requests, unless the FMLA leave is being charged to sick or vacation leave, in which case the notice requirements for sick leave in Article 15 or for vacation leave in Article 14 of this Contract shall apply.
 - 1. Employees must give thirty (30) days notice to the Board before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must notify the Board as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).
 - 2. If an employee has actual notice of the notice requirement stated in 16.8(1)(1) above (this requirement of actual notice is fulfilled by posting a notice at the work site), and fails to provide the Board with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the Board may deny the taking of leave until at least thirty (30) days after the employee provides notice.
 - 3. Employees shall provide at least verbal notice sufficient to make the Board aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The Board may inquire further of the employee when additional information is needed to determine whether FMLA leave is to be taken.
 - 4. If an employee takes leave based on the serious health condition of the employee or to care for a family member, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the Board's operation. If an employee does not initiate discussions with the Board to attempt to arrange a mutually agreeable treatment schedule, the Board may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

- J. The following medical certification requirements shall apply to FMLA leave requests:
1. Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form acceptable to the Board of Education or designee in accordance with Department of Labor regulations. For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.
 2. The Board shall give employees requesting FMLA leave written notice of the requirement for medical certification.
 3. In its discretion, the Board may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the Board at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the Board.
 4. Employees must provide the requested certification to the Board within the time frame requested by the Board, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The Board must allow at least fifteen (15) calendar days after the Board's request for certification.
 5. In most cases, the Board shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested or in the case of unforeseen leave, soon after the leave commences. The Board may request certification or re-certification at some later date if the Board has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly or if any extension of the leave is requested. If the Board believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency. In the case of a complete certification which is unclear, the Board's health care provider may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

6. Certification shall be submitted using a form approved by the Board of Education for use by employees consistent with the FMLA.
 7. All employees who take FMLA leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to work. The Board may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave.
- K. The Board may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. An FMLA leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the Board's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.
 - L. Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, shall be inclusive of any sick leave or other approved leave utilized respectively, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.
 - M. The Board, in its discretion, may implement the FMLA consistent with the foregoing provisions of this Section 16.8 and in accordance with any Department of Labor regulations which may be in effect from time to time.

ARTICLE 17 — INSURANCE AND OTHER BENEFITS

17.1 Hospital, Surgical and Major Medical Insurance.

- A. The Board shall provide one or more health benefit plans to employees. The parties desire that the changes in the plans provided in this paragraph be implemented as soon as reasonably possible. It is anticipated that the implementation will occur on or before July 1, 2010 unless unforeseen delays occur. Until then the PPO and EPO plans in effect in December 2009 and the Board's percentage contributions to the cost of the employee enrollment in those plans will continue as in December 2009. As of implementation of the changed plans in 2010, the only such plans are the Preferred Provider Organization (PPO) plan, the Exclusive Provider Organization (EPO) plan, and the Basic Exclusive Provider Plan (Basic EPO) with plan designs attached and identified as PPO, EPO and Basic EPO. Except as required by Section 17.9(B), those three (#) plans will remain in effect until changed by the decision of the Joint CSEA/Board of Education Insurance Committee established in Section 4.13 above. The Board will implement best practices at the time they are required by the State's School Employees Health Care Board to be effective.

The Board shall pay the percentages identified below for the cost of PPL coverage under such program for all individual members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year and elect such coverage.

<i>Plan Coverage</i>	<i>Bd. Contribution to PPO</i>
<i>Single</i>	<i>90%</i>
<i>Single, plus spouse on CCS coverage as of April 30, 2010, or child</i>	<i>90%</i>
<i>Single with spouse enrolling for primary coverage on or after May 1, 2010 (except as below)</i>	<i>70%</i>
<i>*Family with spouse on CCS coverage as of April 30, 2010, or child (children)</i>	<i>90%</i>
<i>Family with spouse enrolling for primary coverage on or after May 1, 2010 (except as below)</i>	<i>70%</i>

The Board's contribution to the EPO and Basic EPO is the same dollar amount as the Board's contribution to the PPO.

*The three-tiered premium structure (adding "single plus spouse" or "child") will take effect with the new plan under Section 17.1A. Employees who were bargaining unit members as of April 30, 2010 shall, so long as they are continuously employed in positions within the bargaining unit by the Board, be entitled to enroll a spouse for primary coverage with 90% Board contribution only if a "qualifying event" occurs that allows changes in enrollment outside the open enrollment period.

Employees who enroll in the EPO or Basic EPO shall pay through payroll deduction the monthly contributions shown on Exhibit W. The contribution amounts identified in Exhibit W shall change in 2011 consistent with the percentage change in rates as determined under Section 17.9 below. Each year Exhibit W will be amended to reflect the new monthly contribution by both the Board and employee.

- B. In addition to A above, the Board shall pay 70 percent of the Board's cost of the insurance program indicated in A above for the Family Plan for employees who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year [provided such employees elect such dependency coverage].
- C. Except as provided in A above, the Board shall pay 90 percent of the cost of the insurance program indicated in A above for the Family Plan who have a minimum

of twenty-five (25) scheduled hours of work per week for their normally scheduled work year, [provided such employees have elected such dependency coverage for the twelve (12) most recent consecutive months]. *This clause in brackets will no longer have effect on current or future employees as of July 1, 2010.*

- D. Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board Treasurer. Resignations to be effective for the next school year or during a school year will result in insurance benefits being terminated on the last day of the month of the last paid work day regardless of the effective date of the resignation. Employees shall receive their usual pay on a pay date that occurs before the “final pay” is made. In calculating the “final pay” the Treasurer will add back in any prepaid insurance premiums to the day of the pay. The “final pay” shall be made by the thirtieth (30th) calendar day after the employee’s last paid work day or the date the Superintendent or designee received the employee’s written notice of resignation, whichever is later.
- E. During the term of this Agreement, a member of the bargaining unit married to another employee of the Board, both of whom are eligible at 90 percent Board expense individual coverage. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. The provision above requiring family coverage for the twelve (12) most recent consecutive months in order to be eligible for family coverage at 90 percent Board expense shall not apply to such members of the bargaining unit. In the event the spouse of a member of the bargaining unit covered by this provision leaves the employment of the Board, the family coverage shall be maintained at 90 percent Board expense. In the event a member of the bargaining unit covered by this provision changes marital status from married to single, the family coverage shall be maintained at 90 percent Board expense provided the member of the bargaining unit has a dependent eligible for coverage.
- F. During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above. In such cases, the employee shall pay, by the monthly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board’s cost for such employee coverage as provided above.
- G. 1. There is an additional deductible of \$100.00 if Pre-Admission Certification through the Third Party Administrator is not used prior to admission for non-emergency hospitalization or, where practical, within twenty-four (24) hours of an emergency admission.

2. There is an additional deductible of \$100.00 if a Second Surgical Opinion is not obtained prior to a non-emergency surgery for:

Back Surgery	Breast Surgery	Bunion Surgery
Cataract Surgery	Disc Surgery	Coronary Bypass
Gall Bladder Surgery	Hemorrhoidectomy	Hernia Surgery
Hysterectomy	Knee Surgery	Nose Surgery
Prostate Surgery	Prostatectomy	Tonsillectomy and Adnoidectomy
Ligation/Stripping of Varicose Veins		

3. Case Management is added to the coverage. With mutual agreement by the patient and the Third Party Administrator, alternative forms of care can be provided that are not otherwise allowable expenses for the Comprehensive Major Medical program.

- H. An employee Hospital Audit Bonus is established whereby an employee can receive 25% (Minimum payment \$5, Maximum payment \$500) of the net savings from hospital billing errors detected by the employee. (Errors or discrepancies found by the Third Party Administrator during initial processing are not subject to this program). In the event the Board elects to change the insurance carrier for the coverage provided in paragraph A above during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.

- I. Effective January 1, 1998, the following coverages will be added to all plans offered by the Board (no coverages shall be less than what was provided on December 31, 1997):

1. Newborn care
2. Well baby care & immunizations to 12 months of age
3. Well child care, ages 1 to 9
4. Oral chemotherapy
5. Dependent age limits according to IRS regulations
6. Maternity benefits (employee, spouse and dependent children as defined by IRS regulations)
7. Mammograms
8. Pap smears

17.2 Dental Insurance and Vision Insurance.

- A. During the term of this Agreement the Board shall continue the current dental insurance program for all members of the bargaining unit electing such coverage who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year. The Board shall pay 90 percent of the cost of the

unitary rate of such dental insurance program. Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board treasurer.

B. In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.

C. The dental insurance program shall be as follows:

1. Description of Covered Services

Subject to the Exclusions and Limitations hereinafter stated, the following is a brief Description of Covered Dental Services when such services are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice:

This program pays the following percent of the Usual, Customary and Reasonable Fees.

2. Basic Dental Services

Preventive: Prophylaxis (cleaning, scaling, and polishing, not more often than twice in a calendar year), topical application of fluoride solutions, space maintainers, oral examinations, and emergency (palliative)

treatment 100%

Diagnostic: X-rays, and other diagnostic procedures to evaluate the existing condition to determine the required dental treatment. Also included are Diagnostic Casts, when necessary 100%

Oral Surgery: Procedures for extractions and other oral surgery, including pre- and post- operative care 80%

Restorative: Provides amalgam, synthetic porcelain and plastic restorations for treatment of carious lesions. Restorative crowns, inlays, and other cast restorations are benefits only when other materials will not satisfactorily restore the tooth 80%

Endodontic: Procedures for pulpal therapy and root canal filling 80%

Periodontics: Procedures for treatment of the tissues supporting the teeth 80%

Prosthodontics: Procedures for construction of bridges, partial, and complete dentures 50%

Orthodontics: Procedures for the correction of malposed teeth 50%

3. Deductible

A \$25.00 deductible (not applicable to Diagnostic or Preventive Services) shall apply, with a maximum of \$75.00 per family, per calendar year. Effective January 1, 1991 there are no deductibles.

4. Maximum Benefit

Each eligible patient shall be entitled to a \$1,500.00 benefit per calendar year, except that Orthodontics shall be limited to a lifetime maximum benefit of \$1,000.00 per patient.

5. Exclusions

- Dental Services which are compensable under Worker's Compensation or other similar laws
- Surgical Services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons
- Any Prosthodontics Service started prior to the date the patient became eligible
- General Anesthesia, other than for Oral Surgery
- Prescription drugs and appliances other than the Prosthodontic appliances, Sealants, oral hygiene instruction and dietary instruction.
- Plaque control programs
- Myofunctional therapy
- Treatment for disturbance of the Temporomandibular Joint
- Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion—such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition, and restoration of malalignment of the teeth
- All other services not specified

6. Limitations

- Full-mouth X-rays are a benefit once in a three-year period.
- Bitewing X-rays are a benefit once in each six months.
- Prophylaxis is a benefit once in each six months.
- Gold restorations are provided when amalgams, silicates or plastics cannot satisfactorily restore a tooth.
- Prosthodontics and crowns are a benefit once in any five-year period.
- The allowance for a standard Prosthodontic appliance will be allowed toward the cost of an implant.

7. Predetermination of Benefits

If other than brief and routine dental services are needed, an Attending Dentist's Statement (claim form) listing the proposed services should be submitted to Delta Dental Plan of Ohio in advance of your dentist completing such services. The Predetermination of Benefits procedure will enable Delta Plan of Ohio to verify eligibility and state the amount of benefit payable by your program.

- D. The Board shall provide, at Board expense, a vision plan at least equal to the plan in effect February 20, 1998. The following vision care coverage shall be provided at Board expense for all members of the bargaining unit.

Prepaid Program (provides benefits through participating and non-participating providers)

Participating Providers

Exam	\$10 co-payment
Materials	\$10 co-payment
Frequency	Exam: once every 24 months
	Lenses: once every 24 months
	Frames: once every 24 months

Subject to Plan limitations on participating providers.

Non-Participating Providers – Plan will reimburse up to these levels:

Eye Examination.....	\$35.00
Single Visions lens, up to	\$25.00
Bifocal Lens, up to	\$40.00
Trifocal Lens, up to	\$55.00
Lenticular Lens, up to.....	\$60.00
Frames, up to.....	\$35.00
Contact Lenses (necessary for vision correction)	\$210.00
Contact Lenses (elective).....	\$105.00

Services obtained through non-participating providers are subject to the same co-payments and limitations as through Plan limitations on participating doctors.

17.3 Life Insurance.

- A. The Board shall provide, at Board expense, \$40,000 group term life insurance for members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year through December 31, 1993. Effective January 1, 1994, such insurance shall be for \$50,000.
- B. The Board shall provide, at Board expense, \$20,000 group term life insurance for members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year through December 31, 1993. Effective January 1, 1994, such insurance shall be for \$25,000.
- C. Any employee granted a leave of absence shall be allowed to maintain the life insurance provided in this section by paying the premium during the period of such leave. If the leave is due to a Worker's Compensation claim (as stated in Sections 16.2 and 16.3 of the Agreement) and the employee becomes permanently and totally disabled, a premium waiver must be filed by the employee with the insurance company prior to the first anniversary date of the accident or injury. Failure to do so will disqualify the employee from conversion or premium waiver. All premium waivers due to illness, injury, or disease must be filed within one (1) year of the first date of that illness, injury, or disease whether job related or not.
- D. Additional Life Insurance. Classified employees may elect to buy additional group term life insurance in addition to that provided in article 17.3(A) and (B). The parties shall provide opportunity for individuals to purchase additional term life insurance in the maximum amount permitted by the carrier. To the extent possible

coverage shall be offered to the employee without need of physical exams. This additional insurance shall be paid through payroll deduction at the same rate as the Board pays for coverage in 17.3(A) and (B). Election of this additional coverage or deletion of this additional coverage shall be made each year only during the month of October with an effective date of the following January 1.

17.4 Disability Insurance Payroll Deductions

- A. The Union will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.
- B. There shall be a maximum of four (4) options available for election by employees under this plan.
- C. Employees may not change their status under this program with regard to enrollment, withdrawal, and change in option more than once every twelve (12) months. A change in the premium rate shall be considered a change in status under the program. Any and all such changes must be made at the same time.
- D. This provision is subject to the availability of a Horace Mann disability insurance program.

17.5 Educational Opportunities / Tuition Reimbursement / In-Service.

- A. Educational Opportunities. The Board of Education shall permit members of the bargaining unit to attend adult or evening classes where not in conflict with work schedules free of tuition, provided the employee meets the eligibility requirements for enrollment in the course and provided that the course is related to their primary work function for the Board of Education or will enable the employee to qualify for a higher classification within the school system. Initial inquiries by employees about the appropriateness of specific courses should be directed to the designated Human Resources administrator.

Employees will be granted one education leave of absence for Student Teaching Leave student teaching. Such request must be made to the designated Human Resources administrator, not less than 60 days prior to the beginning of such leave and must contain the expected date of return. The employee will be returned to a position within the same classification at the end of the leave of absence.

- B. Tuition Reimbursement. The Board will provide \$160,000 during each fiscal year of the Agreement for a tuition reimbursement program. The purpose of this program is to provide tuition reimbursement for completing workshops, training programs, or courses for college credit taken on employees' own time that could either improve current job skills or prepare employees for promotional opportunities with the school system.

A tuition reimbursement committee will be formed to develop and administer this program for the members of the bargaining unit. The President of CSEA and the Superintendent will appoint an equal number of classified employees and administrators/classified supervisors to this committee. The size, specific responsibilities, and any timeline expectations for the committee will be determined by the President of CSEA and the Superintendent and communicated to the committee. The committee will develop the program guidelines with the following stipulations:

1. The committee will establish the rules and policies for the tuition reimbursement program. This shall include setting the maximum allowable per hour cost. The committee shall determine the maximum amount of money that can be reimbursed, along with the maximum allowable amount per employee. Employees in their probationary period are not eligible for tuition reimbursement.

During the term of this Agreement the parties may agree to earmark part of the tuition reimbursement fund to identify and support Columbus City School bargaining unit employees in targeted groups, to complete their education in order to occupy positions within the District.

If such a decision is made, the committee will agree upon the rules that will govern participation in such a recruitment program.

2. Where credit is available, courses approved for reimbursement must be taken for credit.
3. Committee developed guidelines will encourage teacher training courses.
4. The termination of employment for any reason, except death, within one year of reimbursement will result in the reimbursement being deducted from the final paycheck.

C. In-Service Procedures.

1. Classified employees shall attend a minimum of two in-service meetings per calendar year, when such meetings, designed to help improve the efficiency or ease of the work, are offered in either the field of present work of the individual employee or in a field of work to which said individual employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee, but it shall not be a requirement that such meetings be held during the employee's assigned working hours. No employee will be required to attend an in-service meeting during his/her vacation or holidays.
2. All employees required to attend food service meetings and instructional assistant meetings shall be paid in accordance with this Agreement.

17.6 Cafeteria Premium Payment Plan. The Board shall sponsor and administer a Cafeteria Premium Payment Plan established in accordance with Internal Revenue Code Section 125, for members of the bargaining unit. Under this Plan, all employee payroll deductions towards the premium(s) for health (Section 17.1), dental (Section 17.2), vision (Section 17.2) and/or disability (Section 17.4) insurance(s) will be paid into the Cafeteria Premium Payment Plan. It is the intention that such employee payroll deductions will be excluded from an employee's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute employee payroll deductions for insurance premiums. The Board will have no liability to the members of the bargaining unit for the tax treatment of such employee payroll deductions and is assuming no additional portion of the cost of such benefits. This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent that Section 125 of the Internal Revenue Code or the regulations promulgated thereunder remain substantially unchanged.

The Board shall explore the expansion of the Cafeteria Premium Payment Plan to other areas permissible under Internal Revenue Code Section 125 and may make such expansions available to employees.

17.7 SERS Board "Pick-up". SERS Board "Pick-up" shall be maintained. This procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77642 remains substantially unchanged. Employees are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.

17.8 Severance Pay.

- A. Members of the bargaining unit may, at the time of their separation from service with the Columbus City Schools, elect to be paid in cash for the value of their accrued but unused sick leave credit in accordance with Sections B, C, or D below. The following stipulations shall apply:
1. Only those members of the bargaining unit whose effective date of retirement with the School Employees Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service or the last day of an unpaid leave of absence with the Columbus City Schools, shall be eligible to be paid for such accrued but unused sick leave credit.
 2. Such payment shall be based on the eligible member's rate of pay at the time of separation.
 3. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the eligible member at that time.
 4. Such payment shall be made only once to any employee.

5. Such payment shall be made on the first payroll date, if feasible, otherwise the second payroll date following the employee's retirement with SERS, and in no case will the payment be made later than the two and one-half (2 ½) month period after the employee's last paid day.
 6. Payment shall be made in accordance with Section B or Section C to the eligible member or to the beneficiary of such eligible member, as provided in Section 17.8(D). The Office of the Treasurer shall select the section that provides the greater benefit and pay accordingly.
- B. The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section B shall be for twenty-five (25) percent of the member's accrued but unused sick leave up to a maximum of twenty-five (25) percent of one hundred twenty (120) days plus twenty-five (25) percent of the member's accrued but unused sick leave in excess of one hundred twenty (120) days up to the maximum of twenty-five (25) percent of the member's accrued but unused personal leave days.
- C. The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section C shall be determined by and shall include the following:
1. Forty (40) percent of the member's accrued but unused personal leave days.
 2. Twenty-five (25) percent of the member's accrued but unused sick leave days in excess of one hundred five (105) up to a maximum of twenty-five (25) percent of one hundred twenty (120) days.
 3. Fifteen (15) percent of all accrued but unused sick leave days in excess of two hundred twenty-five (225) days.
- D. The cash payment to an eligible member who provides the Board with written notice of separation, at least 90 calendar days in advance, shall be paid according to the following formula:
1. Fifty (50) percent of the member's accrued but unused personal leave days.
 2. All accrued but unused sick leave

0-800 hours.....	30%
801-1600.....	35%
1601-2400.....	40%
2401-3200.....	45%
3201-up.....	50%

Persons who do not provide, at least, 90 days' notice will be compensated at 25% for all accrued but unused sick leave.

- E. Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

17.9 Board Contribution Limit.

- A. It is the parties' intent to limit health and prescription drug benefit cost increases to ten percent (10%) annually.
- B. In the summer of each year of this Agreement, if the insurance plan consultant (Accredited Actuary) recommends increases in per employee per month (PEPM) funding for the calendar year beginning on the next January 1 exceeding ten percent (10%), then the Joint CSEA/Board of Education Insurance Committee shall determine what plan design changes to make for the year beginning the next January 1. Plan design changes must result in the percentage rate of the health and drug insurance cost increases PEPM to not exceed ten percent (10%).

17.10 Employee Wellness. The Superintendent and President of the CSEA shall appoint three (3) persons to a wellness committee by March 1, 2004. The wellness committee shall study and recommend a variety of incentives for employees to maintain or adopt a healthy lifestyle. Included will be efforts to achieve discounts for employee use of YMCAs or YWCAs or other health/fitness facilities.

ARTICLE 18 — WAGES

18.1 Salary Schedule Steps. During the term of this Agreement, normal progression on the salary increment schedule is as follow:

- Step AEntry
- Step BAfter 1 year of paid employment
- Step CAfter 3 years of paid employment
- Step DAfter 5 years of paid employment
- Step EAfter 8 years of paid employment
- Step FAfter 12 years of paid employment
- Step GAfter 16 years of paid employment
- Step HAfter 20 years of paid employment

Step increases for all bargaining unit members shall be effective on the date of eligibility for the step increase. Members of the bargaining unit who, as a result of reclassification, have more years of service than required for a step increase shall be eligible for the next step after one year. An unpaid absence of twenty (20) consecutive work days or less shall not have a negative impact on the employee's seniority, anniversary date, or step increase computation.

18.2 Salary Schedule.

- A. Commencing with the payroll period beginning August 29, 2009, classified employees with a hire date on or before March 15, 2005, and all skilled trades and instructional assistants (Local 518 and Local 529), regardless of hire date, shall follow the salary schedule(s) identified as TIER 1– Salary Schedule(s) (Appendixes C1 through C3). Classified employees hired after March 15, 2005, except for all skilled trades and instructional assistants (Local 518 and Local 529), shall follow the salary schedule(s) identified as TIER 2 – Salary Schedule(s) (Appendixes C4 and C5).

- B. Commencing with the payroll period beginning August 28, 2010, classified employees with a hire date on or before March 15, 2005, and all skilled trades and instructional assistants (Local 518 and Local 529), regardless of hire date, shall follow the salary schedule identified as TIER 1 – Salary Schedule(s) (Appendixes C1 through C3). Classified employees hired after March 15, 2005, except for all skilled trades and instructional assistants, (Local 518 and Local 529) shall follow the salary schedule(s) identified as TIER 2 – Salary Schedule(s) (Appendixes C4 and C5).

18.3 Entry-Level Salaries. Classified employees and instructional assistants (Local 518 and Local 529) with a hire date on or after August 21, 1993, and March 15, 2005, shall be paid 90% of Step A, 95% of Step B, and 100% of Step C through Step G on the salary schedules identified as TIER 1 – Salary Schedules on the effective dates defined in 18.2(A) and (B) above.

Classified employees and instructional assistants (Local 518 and Local 529) employed before August 21, 1993, who later are transferred or promoted to another position shall be paid one hundred percent (100%) of whatever step is applicable to them at the time of transfer or promotion. Employees hired on or before March 15, 2005, will remain on the salary schedules identified as TIER 1 – Salary Schedule, throughout their employment provided no break in service.

Any classified employee except for all skill trades and instructional assistants (Local 518 and Local 529) who resigns for any reason after March 15, 2005, and is re-employed in the same classification within one (1) year of the date of leaving, shall upon return to employment, be placed upon the same step that he/she was on at the time of resignation on the salary schedule identified as TIER 2 – Salary Schedule. All other re-employments will be considered new hires.

18.4 Longevity Step. Step L has been established for employees at years 23, 24 and 25 at 3% higher than Step H hourly rate and Step L+ has been established for employees at years 26 and above at 2% higher than Step L hourly rate per the salary schedules identified in Appendix C.

18.5 Promotions. Whenever an employee receives a promotion which results in an assignment to a higher pay range by the terms of this Agreement, that person shall be placed in the new pay range two steps above his/her hourly rate at the time of his/her promotion, except that a promotion which results in an increase of one range shall result in an increase of one step. Section 18.5 shall apply only to promotion within a department as defined in Section 7.1(B). All other promotions shall continue to be treated under present practice.

18.6 Instructional Assistant / Special Needs Instructional Assistant Experience. Instructional assistants shall be granted one (1) year of experience for salary purposes for each school year during which the instructional assistant was employed for a minimum of one hundred twenty (120) school days as an instructional assistant in the Columbus City Schools. Computation of experience for salary purposes shall begin with the 1969-70 school year and continue through the 2016-17 school year.

Beginning with the first full pay period that is at least ten (10) calendar days after Board approval of this Agreement, at the employee's next anniversary of his/her paid employment the provisions of Section 18.1 shall apply.

18.7 Mileage Allowance and Cell Phones.

- A. Food Service Satellite Managers shall receive allowance each day for the mileage from their home address to their first work location and from their last work location to their home address which is in excess of twice the mileage from their home address to the Food Production Center. Mileage allowance for floating Food Service Satellite Workers shall be computed and paid in the same manner based on their base school.
- B. Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate allowed by the Internal Revenue Service, by prior publication, in effect at the time of travel. Employees are not required to use private transportation to transport fuel.
- C. Any Board policy that provides stipends or other compensation for the required use of personal cell phones shall apply to all bargaining unit members.

18.8 Direct Deposit. Employees shall be paid by direct deposit to a bank subject to the following:

- A. The employee must select at least one (1) but not more than two (2) bank(s), savings and loan(s), or credit union(s) which are members of the Federal Reserve Wire System and willing and able to accept direct deposits.

- B. The Board shall furnish the employee with a direct deposit statement of earnings for the pay period.

18.9 Overpayment. In the event it is necessary for the Board to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the employee shall be advised in writing, at least five (5) work days in advance of the applicable pay day, of the reason for the deduction and the amount to be deducted. A request by the employee or his/her representative for a conference to discuss matters related to the deduction shall be granted and held prior to the deduction, provided the employee makes a request for the conference by the end of the work day following the day of receipt of the notice.

18.10 Performance Based Incentives. The Joint Performance Incentive System Committee shall consist of an equal number of CSEA and Administration representatives. The decision of the committee shall be final. Such committee shall consist of three (3) members selected by the President of CSEA and three (3) members selected by the Superintendent. The committee shall utilize consensus to arrive at the final findings and guidelines. Such criteria will consist of measurable objective goals including, but not limited to, increasing efficiency and productivity, providing outstanding customer service, exceeding performance standards, recommending and implementing process improvement standards, achieving cost savings, and such other measurable standards that are approved by the Committee and are consistent with the objectives of this Article. Measurable goals and standards all must support and be connected to the District's goals of improved student achievement and higher graduation rates. A total amount of \$150,000 is created for distribution under this paragraph based on student and District results from the 2010-11 school year.

18.11 In-Service Hourly Rates. The in-service hourly rate to be paid employees for meetings held outside of employee's regular work hours shall be the employee's normal rate of pay (unless such time would make the employee eligible for overtime compensation in which event the employee will receive overtime compensation). Time spent in such in-service training events held outside the employee's normal work hours shall not be counted as "hours worked" for overtime calculation purposes.

18.12 Twelve Month Pay Option. Regular school year employees will have the option of receiving their pay over twelve (12) months, or to continue to receive their pay on the current schedule. Only persons who are on direct deposit will be eligible for the twelve (12) month option.

18.13 Payroll Deductions.

- A. SERS. The Board shall allow payroll deduction to SERS for anyone buying credit with SERS for prior service.

- B. UNCF and/or IKIC. The amount deducted from each member's check for UNCF and/or IKIC shall be the amount previously designated per pay by the employee multiplied by ten (10) and divided by sixteen (16) for school-year employees and twenty (20) for twelve-month employees.
- C. United Way. In the next United Way campaign, contributors will be notified that deductions shall be continuous from year-to-year until canceled in writing to the Treasurer's Office. Changes will be made by completing new option cards during the annual campaign period.
- D. Annuities. Salary reductions for annuities and Section 125 accounts shall be determined by dividing the yearly amount by twenty-one (21) for school-year employees and twenty-six (26) for twelve-month employees.
- E. Credit Union. Amounts for credit union deductions for those members with direct deposit shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date. For all others, the transmission shall be by the third Columbus City Schools business day following the employee's pay date or as soon as possible thereafter.

18.14 Wage Increases.

- A. All bargaining unit employees shall receive 3.0% salary increase effective the pay period beginning on August 7, 2021. See Appendix B.
- B. All bargaining unit employees shall receive 2.25% salary increase effective the pay period beginning on August 7, 2022. See Appendix
- C. Stipends
 1. To address recruitment and retention challenges in light of the COVID-19 pandemic, all eligible employees shall receive one lump sum payment of five hundred dollars (\$500) within sixty (60) days of Board approval of this Agreement, five hundred dollars (\$500) in the first pay in May 2022, five hundred dollars (\$500) in the first pay in October 2022, and five hundred dollars (\$500) in the first pay in May 2023.
 2. As recognition of the personal expenses incurred by cafeteria employees for the scrubs they are required to wear to work, all eligible cafeteria employees shall receive one lump payment of one hundred dollars (\$100) within sixty (60) days of Board approval of this Agreement and one lump sum payment of one hundred dollars (\$100) in the first pay in October 2022.
 3. For purposes of this Subparagraph (C), an "eligible" employee is a CSEA bargaining unit member who received pay on the payroll date immediately

preceding the date on which the stipend is made. The fact that the stipend is paid in one school year shall not be evidence of a reduction in salary in a future year.

ARTICLE 19 — NEGOTIATIONS PROCEDURES

19.1 Scope of Negotiations.

- A. The scope of bargaining between the Board and the Union shall be as established by Section 4117.08 of the Ohio Revised Code.
- B. During the term of this Agreement, any change in the Ohio Revised Code which modifies the scope of bargaining hereunder shall automatically and simultaneously change the scope of bargaining, as provided in Paragraph A above, in the same manner and without consultation or agreement by the Board and the Union.
- C. It is not the intent of either party that inclusion of Paragraph A above either establishes or implies any modification to the lawfully provided scope of bargaining with regard to whether or not any particular subject of bargaining is mandatory, permissive, or prohibited.

19.2 Joint Negotiation Committee. A reasonable number of representatives or designees of the Board, the Superintendent or his/her designated representative, and a reasonable number of representatives named by the organization recognized as the Exclusive Representative of the classified employees shall comprise a joint committee for the purpose of negotiating and seeking agreement relative to policy recommendations. All negotiations shall be conducted in Executive Session and exclusively between said representatives or designees. In addition, each team of representatives or designees shall be authorized to admit a reasonable number of observers at one time to such meetings. Such observers, if any, shall be designated prior to each Joint Negotiation Committee meeting and shall be without the right to speak or otherwise comment to either party during said meetings.

19.3 Good Faith Bargaining. Good Faith Bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being negotiated in a sincere effort to reach a mutual understanding and agreement on such matters; but such obligation does not compel either party to agree to a proposal or require the making of a concession.

19.4 Definition of “Days”. “Days” shall mean calendar days.

19.5 Meetings. At least seventy-five (75) and no more than ninety (90) days prior to the expiration date of the negotiated Agreement between the Board and the Exclusive Representative, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the parties will meet for the purpose of establishing

an agenda for bargaining and to discuss administrative details. Subsequent meetings shall be held at times and places mutually agreed to by the Board and the Exclusive Representative.

Negotiation meetings shall not be conducted during normal business hours except by approval of the Board.

19.6 Agreement. When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Exclusive Representative. When approved by the membership of the Exclusive Representative, it shall be submitted to the Board of Education. Thereupon, after Board approval, the agreement shall constitute the total contract between the parties.

19.7 Impasse. (This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14). In the event the members of the Joint Negotiation Committee are unable to reach agreement by forty-five (45) days prior to the expiration of the Agreement, either party may declare an impasse. Upon such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service, or other mutually agreeable mediation service if Federal Mediation and Conciliation Service is not available to the parties. In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, the mutually agreed to dispute settlement procedures set forth herein shall be deemed exhausted and the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18 (C99) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

19.8 Interim Negotiations.

- A. During the term of this Agreement, if there is any change in state law which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision only.
- B. If either party desires to change any section of this Agreement, that party shall present to the other a written request which shall specify the areas where change is sought. If the parties mutually agree, then interim bargaining will commence.

ARTICLE 20 — Duration of Agreement

20.1 Duration. This Agreement shall be effective as of 12:01 a.m., September 1, 2021, and shall continue in full force and effect until July 31, 2023. In witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above mentioned, subject to Section 20.3 below.

20.2 Memoranda of Understanding and Letters. The parties agree that this Agreement plus the memoranda of understanding and letters attached hereto constitute the full agreement between the parties. If the parties agree to other memoranda of understanding the memoranda shall be distributed to the Board of Education, all administrators, and those members the Union deems appropriate.

20.3 Me Too. During the term of this Agreement, should the Board negotiate salary increase(s) for bargaining unit members of the Columbus Education Association, all current OAPSE bargaining unit members shall receive the same salary increase(s).

ARTICLE 21 — SIGN LANGUAGE INTERPRETERS

21.1 Schedule. Full Time Sign Language Interpreters are entitled to:

- A. A thirty (30) minute duty-free lunch daily.
- B. Preparation time of seventy-five (75) minutes weekly.
- C. Two fifteen (15) minute breaks daily in accordance with Section 9.15(A).

21.2 Call Off Pay. If an assignment that is outside school hours is cancelled before noon on the day of the activity, full time Sign Language Interpreters shall be paid for one-half (1/2) of the assignment's scheduled time. If such an assignment is cancelled after noon on the day of the activity, payment shall be for the entire scheduled time for the assignment.

21.3 School Year Assignments. Sign Language Interpreters shall submit their placement choices by April 1 for the following school year to the Program Supervisor/designee, which shall consist of no more than one-half (1/2) of the possible sites. Job classification seniority shall be one of the determining factors in selecting placement for the next school year. Interpreters shall be notified of their preliminary placements for the following school year five (5) days prior to the last day of the current school year with the understanding that placements may change due to programmatic needs or legitimate changed circumstances. If an employee does not receive one of his/her preferences, the Program Supervisor, upon the employee's written request, shall provide the employee with a written statement of the reason(s). The Program Supervisor shall provide the written statement specific to the employee within ten (10) calendar days of the employee's request.

21.4 Extra Service. Effective at the beginning of the second semester of the 2017-2018 school year, rotation of extra service shall be in accordance with department seniority, as set forth in a seniority list which shall be created at that time. The seniority list shall be updated at the beginning of each school year. Extra service opportunities shall be offered to employees individually going down the seniority list starting at 3:45 PM on Thursdays for extra service actually scheduled for the next week. Each employee offered extra service shall have a maximum of ten (10) minutes to respond to the offer. Extra service for the next week which only becomes known after the Thursday bidding shall be offered at 3:45 PM on the first school day in which it becomes known, on a first come, first served basis. Declining or failing to respond to an extra service opportunity during a Thursday bidding rotation, but not a “last minute” opportunity, will count as the employee’s turn. No employee may sign up for or accept extra service assignments that conflict with their regular duties.

21.5 Professional Development / Records Days. Sign Language Interpreters shall not be required to interpret at the staff meeting day at the beginning of the school year and on professional development days. At the beginning of every school year, all Sign Language Interpreters shall sign up to be on call for one (1) of the four (4) records days. The Program Supervisor shall have final approval of the on call list.

21.6 Applicable Sections. The following Articles and Sections of this Agreement, and only the following, shall apply to Sign Language Interpreters: Articles 1, 2, 3, 4, 5, 6, 12, 13, 15, 16, 17 (with 17.7 referring to STRS and not SERS), 18, 19, 20 and Sections 7.1, 7.2, 7.5, 7.6, 7.7, 7.8, 7.9, 8.5, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.15, 9.18, 9.24, 10.1, 10.2 (A) (first sentence) and (B) (conformed to Sign Language Interpreters parallel to Instructional Assistants), 10.3, 10.4, 11.1, 11.4.

CONTRACT SIGNATURE PAGE
October 19, 2021

CONTRACT SIGNATURE PAGE

October 19, 2021



BOARD OF EDUCATION
Columbus City Schools



COLUMBUS SCHOOL EMPLOYEES ASSOCIATION
Ohio Association of Public School Employees
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APPENDIX A
COLUMBUS CITY SCHOOLS PAY RANGES BY CLASSIFICATION
CLASSIFIED EMPLOYEES, INSTRUCTIONAL ASSISTANTS
AND SIGN LANGUAGE INTERPRETERS
Effective August 7, 2021

JOB CLASS	JOB CLASS TITLE	B/U	PAY
6451	Account Clerk	OAPSE	16
6410	Bus Driver	OAPSE	11
6420	Bus Driver (UNASSIGNED)	OAPSE	13
9910	Bus Driver Trainee	OAPSE	
6210	*Child Care Attendant	OAPSE	8
6251	Clean-in-Place System Operator	OAPSE	10
6252	Cook	OAPSE	3
6310	Custodian	OAPSE	8
6753	Data Analyst Specialist	OAPSE	10
6756	*Data Communications Technician I	OAPSE	21
6754	*Data Communications Technician II	OAPSE	23
6910	Duplicating Equipment Operator	OAPSE	9
6585	*Electrical Maintenance Planner/Estimator	OAPSE	24
6505	*Electronics Repairer	OAPSE	23
6710	Employee Benefits Analyst I	OAPSE	16
6150	Enrollment Specialist	OAPSE	14
6510	*Environmental Systems Technician (Insulation)	OAPSE	23
6520	*Environmental Systems Technician (Plumber)	OAPSE	23
6525	*Facilities Maintenance Scheduler	OAPSE	24
6620	*Fleet Services Mechanic I	OAPSE	21
6630	*Fleet Services Mechanic II	OAPSE	23
6610	Fleet Services Parts Clerk	OAPSE	17
6254	Food Service Helper	OAPSE	2
6255	Food Service Manager	OAPSE	15
6320	Head Custodian ES	OAPSE	15
6340	Head Custodian Ft. Hayes Campus only	OAPSE	22
6315	Head Custodian MS/HS	OAPSE	20
6515	*HVAC Technician	OAPSE	23
Varies	*Instructional Assistant	OAPSE	1
Varies	*Instructional Assistant Special Needs	OAPSE	1.1
6215	*Intervention Aide	OAPSE	8
6920	Laborer	OAPSE	9
6535	*Landscape Maintenance Worker I	OAPSE	19

JOB CLASS	JOB CLASS TITLE	B/U	PAY
6540	*Landscape Maintenance Worker II	OAPSE	23
6545	*Locksmith	OAPSE	23
6550	*Maintenance Carpenter	OAPSE	23
6555	Maintenance Carpenter Helper	OAPSE	17
6560	*Maintenance Electrician	OAPSE	23
6565	Maintenance Electrician Helper	OAPSE	17
6570	*Maintenance Mechanic	OAPSE	23
6575	*Maintenance Painter	OAPSE	23
6590	*Maintenance Roofer	OAPSE	23
6595	Maintenance Service Representative	OAPSE	18
6241	*Media Aide	OAPSE	15
6930	*Occupational Therapist Assistant	OAPSE	18
6455	Payroll Clerk	OAPSE	19
6597	*Preventative Maintenance Worker	OAPSE	14
6810	Radio Host/Producer	OAPSE	8
6820	Radio Station Operator	OAPSE	8
6160	Receptionist	OAPSE	6
6256	Satellite Kitchen Operator	OAPSE	2
6110	Secretary I School Year	OAPSE	25
6110	Secretary I Year Round	OAPSE	8
6120	Secretary II School Year	OAPSE	45
6120	Secretary II Year Round	OAPSE	10
6940	*Sign Language Interpreter	OAPSE	20.1
6140	Stenographer II	OAPSE	12
6925	Storekeeper	OAPSE	17
6580	*Structural Maintenance Planner/Estimator	OAPSE	24
6440	Transportation Call Center Representative	OAPSE	25
6445	Transportation Dispatcher	OAPSE	15
6533	*Tree Trimmer	OAPSE	23
6652	Truck Driver	OAPSE	12

*Skilled Trades & Instructional Assistants

APPENDIX B-1

OAPSE CLASSIFIED: TIER 1 Effective 8/07/2021 3% increase. Subject to confirmation of rounding. Rates in Munis, the school district's system of record, are four decimals and prevail.															
	STEP 1	STEP 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP E+	STEP F	STEP F+	STEP G	STEP G+	STEP H	STEP L	STEP L+
Range	Entry	1, 2	Entry	1, 2	3, 4	5, 6, 7	8, 9	10, 11	12, 13	14, 15	16, 17	18, 19	20, 21, 22	23, 24, 25	26 and above
1	15.98	17.17	17.69	18.05	18.27	18.67	19.01	19.21	19.39	19.60	19.79	20.00	20.20	20.81	21.22
1.1	17.06	18.26	18.86	19.18	19.46	19.83	20.16	20.38	20.59	20.80	21.00	21.18	21.36	21.98	22.38
2	17.00	18.11	18.87	19.07	19.47	19.81	20.22	20.36	20.51	20.74	20.93	21.16	21.35	21.98	22.43
3	17.82	19.21	19.81	20.22	20.51	20.93	21.31	21.55	21.79	21.99	22.23	22.38	22.55	23.24	23.70
4	18.19	19.48	20.22	20.51	20.93	21.31	21.79	21.95	22.15	22.34	22.55	22.79	23.02	23.71	24.16
5	18.47	19.90	20.51	20.93	21.31	21.79	22.15	22.34	22.55	22.79	23.02	23.27	23.49	24.21	24.70
6	19.18	20.71	21.31	21.79	22.15	22.55	23.05	23.32	23.59	23.82	24.05	24.31	24.50	25.25	25.74
7	19.60	21.01	21.79	22.15	22.55	23.05	23.59	23.80	24.01	24.27	24.50	24.78	25.08	25.83	26.34
8	19.92	21.42	22.15	22.55	23.05	23.59	24.01	24.33	24.61	24.83	25.08	25.38	25.67	26.45	26.97
9	20.29	21.90	22.55	23.05	23.59	24.01	24.61	24.87	25.16	25.42	25.67	25.98	26.29	27.08	27.61
10	20.75	22.41	23.05	23.59	24.01	24.61	25.16	25.47	25.79	26.04	26.29	26.59	26.91	27.71	28.28
11	20.96	22.66	23.30	23.84	24.35	25.01	25.55	25.85	26.12	26.39	26.64	26.98	27.31	28.13	28.68
12	21.23	22.82	23.59	24.01	24.61	25.16	25.79	26.09	26.38	26.64	26.91	27.22	27.54	28.36	28.93
13	21.45	23.11	23.84	24.35	25.01	25.55	26.12	26.46	26.78	27.06	27.31	27.57	27.80	28.64	29.21
14	21.61	23.36	24.01	24.61	25.16	25.79	26.38	26.67	26.97	27.24	27.54	27.92	28.31	29.15	29.75
15	21.75	23.39	24.13	24.64	25.22	25.85	26.42	26.85	27.30	27.56	27.80	28.19	28.54	29.41	29.97
16	21.90	23.76	24.35	25.01	25.55	26.12	26.78	27.10	27.42	27.70	27.99	28.41	28.79	29.66	30.26
17	22.16	23.92	24.61	25.16	25.79	26.38	26.97	27.37	27.75	28.04	28.31	28.68	29.05	29.91	30.52
18	22.65	24.48	25.16	25.79	26.38	26.97	27.75	28.12	28.49	28.76	29.05	29.48	29.89	30.80	31.40
19	23.22	25.07	25.79	26.38	26.97	27.75	28.49	28.91	29.31	29.62	29.89	30.32	30.74	31.67	32.29
20	23.75	25.61	26.38	26.97	27.75	28.49	29.31	29.75	30.16	30.47	30.74	31.18	31.60	32.54	33.19
20.1	24.57	26.44	27.20	27.80	28.57	29.30	30.14	30.56	30.99	31.28	31.56	32.01	32.42	33.37	34.00
21	24.09	26.04	26.78	27.42	28.16	28.92	29.62	30.06	30.51	30.82	31.12	31.57	31.98	32.95	33.61
22	24.29	26.38	26.97	27.75	28.49	29.31	30.16	30.55	30.92	31.26	31.60	32.04	32.47	33.46	34.14
23	24.67	26.74	27.42	28.16	28.92	29.62	30.51	30.92	31.34	31.68	31.98	32.45	32.91	33.90	34.57
24	25.35	27.47	28.16	28.92	29.62	30.51	31.34	31.81	32.26	32.59	32.91	33.37	33.83	34.86	35.55
25	27.15	29.38	30.16	30.92	31.86	32.83	33.80	34.34	34.91	35.25	35.60	36.12	36.67	37.77	38.52
1S	15.42	16.62	17.13	17.49	17.73	18.12	18.47	18.66	18.85	22.46	26.06	26.34	26.64	27.45	27.99
2S	20.48	22.13	22.74	23.29	23.80	24.33	24.87	25.20	25.52	25.80	26.06	26.36	26.64	27.45	27.99
3S	20.95	22.60	23.29	23.80	24.33	24.87	25.52	25.83	26.12	26.39	26.64	26.92	27.19	28.01	28.56
4S	21.42	23.09	23.80	24.33	24.87	25.52	26.12	26.40	26.66	26.93	27.19	27.59	27.96	28.81	29.38
5S	21.88	23.64	24.33	24.87	25.52	26.12	26.66	27.02	27.39	27.68	27.96	28.40	28.79	29.66	30.26

APPENDIX B-2

OAPSE CLASSIFIED: TIER 2 Effective 8/07/2021 3% increase. Subject to confirmation of rounding). Rates in Munis, the school district's system of record, are four decimals and prevail.															
	STEP 1	STEP 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP E+	STEP F	STEP F+	STEP G	STEP G+	STEP H	STEP L	STEP L+
Range	Entry	1, 2	Entry	1, 2	3, 4	5, 6, 7	8, 9	10, 11	12, 13	14, 15	16, 17	18, 19	20, 21, 22	23, 24, 25	26 and above
1	13.58	14.60	15.09	15.37	15.60	15.95	16.24	16.41	16.59	16.75	16.92	17.12	17.31	17.83	18.18
1.1	14.26	15.37	15.83	16.17	16.40	16.74	17.01	17.21	17.40	17.58	17.74	17.92	18.10	18.65	19.01
2	14.96	15.94	16.61	16.77	17.13	17.45	17.79	17.93	18.07	18.25	18.44	18.63	18.80	19.36	19.73
3	15.69	16.90	17.45	17.79	18.07	18.44	18.75	18.95	19.17	19.36	19.56	19.69	19.84	20.44	20.84
4	16.02	17.18	17.79	18.07	18.44	18.75	19.17	19.33	19.47	19.66	19.84	20.05	20.24	20.85	21.26
5	16.26	17.52	18.07	18.44	18.75	19.17	19.47	19.66	19.84	20.05	20.24	20.48	20.71	21.32	21.76
6	16.87	18.19	18.75	19.17	19.47	19.84	20.26	20.52	20.78	20.96	21.17	21.36	21.55	22.20	22.63
7	17.25	18.51	19.17	19.47	19.84	20.26	20.78	20.95	21.14	21.34	21.55	21.83	22.07	22.73	23.21
8	17.53	18.84	19.47	19.84	20.26	20.78	21.14	21.38	21.63	21.86	22.07	22.34	22.59	23.29	23.75
9	17.85	19.25	19.84	20.26	20.78	21.14	21.63	21.90	22.18	22.38	22.59	22.88	23.13	23.83	24.33
10	18.24	19.72	20.26	20.78	21.14	21.63	22.18	22.42	22.68	22.92	23.13	23.40	23.70	24.41	24.88
11	18.45	19.95	20.48	20.99	21.41	21.99	22.50	22.73	22.99	23.23	23.42	23.74	24.02	24.74	25.22
12	18.69	20.07	20.78	21.14	21.63	22.18	22.68	22.96	23.24	23.44	23.70	23.97	24.21	24.95	25.44
13	18.89	20.32	20.99	21.41	21.99	22.50	22.99	23.28	23.57	23.80	24.02	24.27	24.50	25.25	25.74
14	19.01	20.55	21.14	21.63	22.18	22.68	23.24	23.46	23.75	23.99	24.21	24.56	24.91	25.66	26.17
15	19.14	20.60	21.24	21.66	22.22	22.72	23.28	23.65	24.01	24.27	24.50	24.80	25.11	25.86	26.38
16	19.26	20.90	21.41	21.99	22.50	22.99	23.57	23.88	24.12	24.39	24.63	25.01	25.37	26.12	26.64
17	19.46	21.06	21.63	22.18	22.68	23.24	23.75	24.08	24.44	24.68	24.91	25.25	25.55	26.34	26.86
18	19.95	21.55	22.18	22.68	23.24	23.75	24.44	24.75	25.08	25.34	25.55	25.95	26.31	27.10	27.65
19	20.40	22.06	22.68	23.24	23.75	24.44	25.08	25.44	25.81	26.07	26.31	26.67	27.06	27.87	28.43
20	20.90	22.55	23.24	23.75	24.44	25.08	25.81	26.17	26.54	26.79	27.06	27.42	27.77	28.60	29.16
21	21.21	22.93	23.57	24.12	24.77	25.44	26.08	26.47	26.85	27.11	27.37	27.75	28.16	29.00	29.59
22	21.36	23.23	23.75	24.44	25.08	25.81	26.54	26.90	27.24	27.53	27.77	28.19	28.57	29.44	30.02
23	21.73	23.55	24.12	24.77	25.44	26.08	26.85	27.22	27.60	27.88	28.16	28.56	28.97	29.83	30.44
24	22.29	24.15	24.77	25.44	26.08	26.85	27.60	28.01	28.41	28.68	28.97	29.36	29.76	30.65	31.26
25	23.90	25.88	26.54	27.24	28.06	28.89	29.74	30.21	30.70	31.02	31.31	31.79	32.25	33.21	33.88
1S	13.58	14.60	15.09	15.36	15.60	15.94	16.24	16.41	16.58	19.73	22.91	23.18	23.42	24.13	24.62
2S	18.04	19.44	20.04	20.47	20.96	21.40	21.90	22.20	22.47	22.69	22.91	23.19	23.42	24.12	24.62
3S	18.42	19.92	20.47	20.96	21.40	21.90	22.47	22.72	22.99	23.23	23.42	23.69	23.93	24.64	25.13
4S	18.86	20.31	20.96	21.40	21.90	22.47	22.99	23.23	23.43	23.69	23.93	24.27	24.61	25.35	25.84
5S	19.25	20.81	21.40	21.90	22.47	22.99	23.43	23.78	24.09	24.37	24.61	25.00	25.37	26.12	26.64

APPENDIX B-3

OAPSE CLASSIFIED: TIER 1 Effective 8/06/2022 2.25% increase. Subject to confirmation of rounding. Rates in Munis, the school district's system of record, are four decimals and prevail.															
	STEP 1	STEP 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP E+	STEP F	STEP F+	STEP G	STEP G+	STEP H	STEP L	STEP L+
Range	Entry	1, 2	Entry	1, 2	3, 4	5, 6, 7	8, 9	10, 11	12, 13	14, 15	16, 17	18, 19	20, 21, 22	23, 24, 25	26 and above
1	16.33	17.56	18.08	18.45	18.68	19.09	19.44	19.64	19.83	20.04	20.23	20.45	20.65	21.27	21.70
1.1	17.44	18.67	19.28	19.61	19.89	20.27	20.61	20.84	21.05	21.26	21.47	21.65	21.84	22.47	22.89
2	17.38	18.51	19.29	19.49	19.91	20.25	20.67	20.82	20.97	21.21	21.40	21.63	21.83	22.47	22.94
3	18.22	19.64	20.25	20.67	20.97	21.40	21.79	22.03	22.29	22.49	22.73	22.89	23.05	23.76	24.23
4	18.60	19.92	20.67	20.97	21.40	21.79	22.29	22.44	22.64	22.84	23.05	23.31	23.54	24.24	24.71
5	18.88	20.35	20.97	21.40	21.79	22.29	22.64	22.84	23.05	23.31	23.54	23.79	24.02	24.75	25.26
6	19.61	21.18	21.79	22.29	22.64	23.05	23.57	23.84	24.12	24.36	24.59	24.85	25.06	25.81	26.32
7	20.04	21.48	22.29	22.64	23.05	23.57	24.12	24.34	24.55	24.81	25.06	25.34	25.64	26.41	26.93
8	20.37	21.91	22.64	23.05	23.57	24.12	24.55	24.88	25.16	25.39	25.64	25.95	26.25	27.05	27.57
9	20.75	22.39	23.05	23.57	24.12	24.55	25.16	25.43	25.73	25.99	26.25	26.56	26.88	27.69	28.24
10	21.22	22.92	23.57	24.12	24.55	25.16	25.73	26.05	26.37	26.62	26.88	27.19	27.52	28.33	28.92
11	21.43	23.17	23.82	24.38	24.90	25.57	26.13	26.43	26.71	26.98	27.24	27.58	27.92	28.76	29.32
12	21.71	23.34	24.12	24.55	25.16	25.73	26.37	26.68	26.97	27.24	27.52	27.84	28.16	28.99	29.58
13	21.94	23.63	24.38	24.90	25.57	26.13	26.71	27.06	27.38	27.67	27.92	28.19	28.43	29.29	29.87
14	22.10	23.89	24.55	25.16	25.73	26.37	26.97	27.27	27.57	27.86	28.16	28.55	28.95	29.80	30.42
15	22.24	23.92	24.68	25.19	25.79	26.43	27.01	27.46	27.91	28.18	28.43	28.83	29.18	30.07	30.65
16	22.39	24.30	24.90	25.57	26.13	26.71	27.38	27.71	28.04	28.32	28.61	29.05	29.44	30.33	30.94
17	22.65	24.45	25.16	25.73	26.37	26.97	27.57	27.98	28.37	28.67	28.95	29.32	29.70	30.58	31.21
18	23.16	25.03	25.73	26.37	26.97	27.57	28.37	28.75	29.13	29.40	29.70	30.14	30.56	31.49	32.11
19	23.74	25.63	26.37	26.97	27.57	28.37	29.13	29.56	29.97	30.29	30.56	31.01	31.43	32.39	33.02
20	24.29	26.18	26.97	27.57	28.37	29.13	29.97	30.42	30.84	31.15	31.43	31.88	32.31	33.27	33.93
20.1	25.12	27.04	27.81	28.43	29.22	29.96	30.82	31.25	31.69	31.98	32.27	32.73	33.15	34.12	34.77
21	24.63	26.62	27.38	28.04	28.79	29.57	30.29	30.73	31.20	31.51	31.82	32.28	32.70	33.69	34.37
22	24.83	26.97	27.57	28.37	29.13	29.97	30.84	31.24	31.62	31.96	32.31	32.76	33.20	34.22	34.91
23	25.22	27.34	28.04	28.79	29.57	30.29	31.20	31.62	32.05	32.40	32.70	33.18	33.65	34.66	35.34
24	25.92	28.09	28.79	29.57	30.29	31.20	32.05	32.52	32.99	33.32	33.65	34.12	34.59	35.64	36.35
25	27.76	30.04	30.84	31.62	32.57	33.56	34.57	35.11	35.69	36.04	36.40	36.93	37.49	38.62	39.39
1S	15.77	17.00	17.51	17.88	18.13	18.53	18.88	19.08	19.27	22.97	26.65	26.93	27.24	28.07	28.61
2S	20.94	22.63	23.25	23.81	24.34	24.88	25.43	25.77	26.10	26.38	26.65	26.95	27.24	28.07	28.61
3S	21.42	23.11	23.81	24.34	24.88	25.43	26.10	26.41	26.71	26.98	27.24	27.53	27.80	28.64	29.20
4S	21.91	23.61	24.34	24.88	25.43	26.10	26.71	26.99	27.26	27.54	27.80	28.21	28.59	29.46	30.04
5S	22.37	24.17	24.88	25.43	26.10	26.71	27.26	27.62	28.00	28.30	28.59	29.04	29.44	30.33	30.94

APPENDIX B-4

OAPSE CLASSIFIED: TIER 2 Effective 8/06/2022 2.25% increase. Subject to confirmation of rounding). Rates in Munis, the school district's system of record, are four decimals and prevail.

	STEP 1	STEP 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP E+	STEP F	STEP F+	STEP G	STEP G+	STEP H	STEP L	STEP L+
Range	Entry	1, 2	Entry	1, 2	3, 4	5, 6, 7	8, 9	10, 11	12, 13	14, 15	16, 17	18, 19	20, 21, 22	23, 24, 25	26 and above
1	13.88	14.92	15.43	15.71	15.96	16.31	16.61	16.78	16.97	17.12	17.30	17.50	17.70	18.23	18.59
1.1	14.58	15.71	16.19	16.53	16.77	17.11	17.39	17.60	17.79	17.98	18.14	18.33	18.50	19.07	19.44
2	15.29	16.30	16.99	17.15	17.51	17.84	18.19	18.34	18.47	18.66	18.85	19.05	19.22	19.80	20.18
3	16.04	17.28	17.84	18.19	18.47	18.85	19.17	19.38	19.60	19.80	20.00	20.14	20.28	20.89	21.31
4	16.38	17.57	18.19	18.47	18.85	19.17	19.60	19.77	19.91	20.11	20.28	20.51	20.69	21.32	21.74
5	16.63	17.91	18.47	18.85	19.17	19.60	19.91	20.11	20.28	20.51	20.69	20.94	21.18	21.80	22.25
6	17.25	18.60	19.17	19.60	19.91	20.28	20.72	20.98	21.24	21.43	21.64	21.84	22.03	22.70	23.14
7	17.64	18.93	19.60	19.91	20.28	20.72	21.24	21.42	21.61	21.82	22.03	22.32	22.57	23.24	23.73
8	17.93	19.26	19.91	20.28	20.72	21.24	21.61	21.86	22.12	22.35	22.57	22.84	23.10	23.81	24.29
9	18.25	19.68	20.28	20.72	21.24	21.61	22.12	22.39	22.67	22.89	23.10	23.39	23.65	24.37	24.88
10	18.65	20.17	20.72	21.24	21.61	22.12	22.67	22.93	23.19	23.43	23.65	23.93	24.23	24.96	25.44
11	18.86	20.40	20.94	21.46	21.90	22.49	23.00	23.24	23.51	23.75	23.95	24.28	24.56	25.30	25.79
12	19.12	20.53	21.24	21.61	22.12	22.67	23.19	23.48	23.76	23.97	24.23	24.51	24.75	25.51	26.01
13	19.32	20.78	21.46	21.90	22.49	23.00	23.51	23.80	24.10	24.34	24.56	24.81	25.06	25.81	26.32
14	19.44	21.01	21.61	22.12	22.67	23.19	23.76	23.99	24.29	24.53	24.75	25.11	25.47	26.23	26.76
15	19.57	21.06	21.72	22.15	22.72	23.23	23.80	24.18	24.55	24.81	25.06	25.36	25.68	26.45	26.97
16	19.69	21.37	21.90	22.49	23.00	23.51	24.10	24.41	24.67	24.94	25.18	25.57	25.94	26.71	27.24
17	19.89	21.54	22.12	22.67	23.19	23.76	24.29	24.62	24.99	25.23	25.47	25.81	26.13	26.93	27.47
18	20.40	22.03	22.67	23.19	23.76	24.29	24.99	25.31	25.64	25.91	26.13	26.53	26.90	27.71	28.27
19	20.86	22.56	23.19	23.76	24.29	24.99	25.64	26.01	26.39	26.66	26.90	27.27	27.67	28.50	29.07
20	21.37	23.05	23.76	24.29	24.99	25.64	26.39	26.76	27.14	27.39	27.67	28.04	28.39	29.25	29.82
21	21.68	23.44	24.10	24.67	25.33	26.01	26.67	27.07	27.46	27.72	27.98	28.37	28.79	29.66	30.26
22	21.84	23.75	24.29	24.99	25.64	26.39	27.14	27.51	27.86	28.15	28.39	28.83	29.22	30.10	30.70
23	22.22	24.08	24.67	25.33	26.01	26.67	27.46	27.84	28.23	28.51	28.79	29.20	29.63	30.50	31.12
24	22.79	24.70	25.33	26.01	26.67	27.46	28.23	28.64	29.05	29.32	29.63	30.02	30.43	31.34	31.96
25	24.43	26.47	27.14	27.86	28.69	29.54	30.41	30.89	31.40	31.72	32.02	32.50	32.97	33.95	34.64
1S	13.88	14.92	15.43	15.70	15.96	16.30	16.61	16.78	16.96	20.18	23.42	23.70	23.95	24.68	25.17
2S	18.44	19.87	20.49	20.93	21.43	21.88	22.39	22.70	22.98	23.20	23.42	23.71	23.95	24.67	25.17
3S	18.83	20.37	20.93	21.43	21.88	22.39	22.98	23.23	23.51	23.75	23.95	24.22	24.47	25.19	25.70
4S	19.28	20.77	21.43	21.88	22.39	22.98	23.51	23.75	23.96	24.22	24.47	24.81	25.16	25.92	26.42
5S	19.68	21.27	21.88	22.39	22.98	23.51	23.96	24.32	24.63	24.92	25.16	25.56	25.94	26.71	27.24

APPENDIX C
Letter of Understanding

The Columbus City School District Board of Education (“Board”) and the Columbus School Employees Association/OAPSE/AFSCME Local 4 (“CSEA”) hereinafter referred to as “the parties” agree to the following:

1. A pilot program will be in place for spring break 2022 in which 5 hour drivers of community school routes may opt out of driving over the Columbus City Schools spring break if the community school is in session then provided they give their supervisor written notice by March 1, 2022.
2. Volunteer drivers may sign up to drive those routes and will be assigned based on seniority of the volunteer.
3. If a route is not covered, the driver originally assigned to that route will drive.
4. After the pilot program, CSEA and the Board will meet to discuss pros and cons about the pilot.

APPENDIX D
Memorandum of Understanding

The Columbus City Schools Board of Education (“Board”) and the Columbus School Employees Association/OAPSE/AFSCME Local 4 (“CSEA”) hereinafter referred to as “the parties” agree to the following:

1. The parties desire to work together to create and establish an affordable High Deductible Health Plan with a Health Savings Account (HSA) component that will be offered as an optional benefit to employees.
2. The parties further desire to achieve this goal by working together in meetings of the Joint CSEA/Board of Education Insurance Committee established in Section 4.13(B) of the Collective Bargaining Agreement.
3. The parties understand the scope of this endeavor and further agree that each party may engage outside consultants at their own expense to assist the Committee in creating the aforementioned High Deductible Health Plan and HSA. The parties also agree that the consultants may be invited to attend the meetings of the Joint Insurance Committee to offer their expertise and guidance on this matter.
4. The parties agree to commence working on this task at the October 2021 meeting of the Joint Committee and establishes as a goal of completing this task and making a report to the Board and the Union no later than January 31, 2023.

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COLUMBUS SCHOOL EMPLOYEES ASSOCIATION

Local 101 Columbus City Schools Custodians

Local 143 Columbus City Schools Food Service

Local 150 Columbus City Schools Secretaries

Local 336 Columbus City Schools Bus Drivers

Local 488 Columbus City Schools Truck Drivers

Local 518 Columbus City Schools Instructional Aides

Local 529 Columbus City Schools Special Needs

Instructors Local 580 Columbus City Schools Head

Custodians

Local 591 Columbus City Schools Electricians & Boiler

Local 721 Columbus City Schools Account Clerks

Local 730 Columbus City Schools Vehicle Maintenance