

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION**

**AND**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME LOCAL 581**

**EFFECTIVE November 15, 2022 THROUGH June 30, 2024**

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## **ARTICLE 1 – RECOGNITION**

The Columbus City School District Board of Education (the “Board”) recognizes the Ohio Association of Public School Employees, AFSCME, Local 581, AFL-CIO, as the exclusive representative of all employees in the following described bargaining unit:

The bargaining unit includes all regular full and part-time employees employed as Safety and Security Specialist I, Safety and Security Specialist II, Safety and Security Training Coordinator, Safety and Security Compliance Investigator, and Accident and Safety Investigator. All other employees; all management employees; supervisors; and confidential employees as defined by Ohio Revised Code Chapter 4117; and substitute, seasonal and casual employees as defined by SERB are excluded.

The “Board” includes the Columbus City School District Board of Education and all administrators and supervisors with authority to act on its behalf.

## **ARTICLE 2 – 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 work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote 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.

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 (3) day suspension, (including demotions and discharges) shall be acted on by the Board of Education subsequent to the conclusion of any 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 3 – UNION RIGHTS AND REPRESENTATION**

### **3.1 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.

### 3.2 Union Dues

- A. The Board agrees to honor dues deduction authorizations executed by the Bargaining Unit Member 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 Bargaining Unit Members regardless of length of work year. The first installment shall be made from the first full pay period for school year Bargaining Unit Members. 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 Bargaining Unit Member dues. The Union agrees that dues deductions 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 Bargaining Unit Member's employment terminates.
  
- C. If the dues deduction is not revoked it shall continue. The Board agrees to deduct OAPSE State dues and Local dues set forth herein (current or as increased) from a Bargaining Unit Member's salary or wages and remit the same to the OAPSE State Treasurer upon receipt of the Bargaining Unit Member's voluntary authorization. Such authorization shall be irrevocable, regardless of whether the Bargaining Unit Member remains a member of the Union or not, for the period stipulated in the Bargaining Unit Member's dues authorization application. Revocations of dues authorization shall be in accordance with the Bargaining Unit Member's dues authorization agreement.
  
- D. 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.

### 3.3 Union Stewards

- A. The Union may designate a reasonable number of Union Stewards, one of whom shall be designated the Chief Steward. The Union Steward may also be the Local President or 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.

### 3.4 Privileges of the Union President

The President of the Union or, in the President's absence, the Vice President of the Union, shall have the privileges accorded to Union Stewards.

### 3.5 Access to Premises

Official OAPSE field representatives and/or Union Stewards may consult with Bargaining Unit Members 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 building administrator, or designee, and subject to the understanding that work assignments are not, in fact, to be interfered with, except with approval of the building administrator, or designee. Visits in accordance with the immediately preceding sentence shall be by prior arrangement with the building administrator, or designee, except in an emergency. Such a field representative, Union Steward, or Union officer shall, after entering a building during normal school hours, first inform the building administrator, or designee, in the building of his/her presence. The Board will be supplied with a list of authorized field representatives, Union Stewards, and Union officers, which list shall be kept current by the Union. The Board shall furnish to the Union the names of the building administrators all work locations.

### 3.6 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.

### 3.7 OAPSE Day

Effective with the 2023-2024 school year, there is hereby established OAPSE Day, which day shall be the third Friday in October. Bargaining Unit Members shall be released without loss of salary to attend the annual district OAPSE meeting as a professional day on such day. A Bargaining Unit Member wishing to attend the OAPSE meeting shall make a prior written request to his/her immediate superior. 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 Union;
- C. Others.

### 3.8 Union Leave

- A. The Board shall authorize a pool of up to a total of thirty (30) 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 the Union made not less than five (5) work days in advance to the Human Resources Department, or designee. In no event shall more than two (2) Bargaining Unit Members be granted such a paid leave on the same day unless approved by the Human Resources Department, or designee. 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 the Union, Bargaining Unit Members 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 Bargaining Unit Member's 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 Human Resources Department, or designee. 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 (1) 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.

### 3.9 Mail Service to Union Office

The Union office, as designated annually by the President of the Union, 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.

### 3.10 Use of School Equipment

The Union 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 building administrator at that specific work site. Permission to use such equipment will not be unreasonably withheld.

### 3.11 AFSCME-PEOPLE

The Board agrees to deduct from the wages of any Bargaining Unit Member an AFSCME-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Bargaining Unit Member and may be revoked by the Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Members as follows:

- A. AFSCME-PEOPLE payroll deductions shall be made sixteen (16) times a fiscal year for school year Bargaining Unit Members and twenty (20) times a fiscal year for 12-month Bargaining Unit Members 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 Bargaining Unit Member's pay date. For all others, the transmission shall be by the third Columbus City Schools business day following the Bargaining Unit Member'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.

### 3.12 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 the Union.

### 3.13 Labor Management Committee

There shall be a Labor/Management Committee established to meet quarterly, if needed, to discuss matters other than individual grievances. Proposed agenda items must be exchanged at least three (3) work days prior to any scheduled meeting. No more than three (3) representatives each from the local union and Board shall be permitted to attend unless otherwise mutually agreed by the parties.

## **ARTICLE 4 – CONTINUOUS PERFORMANCE**

### 4.1 No Strike Clause

The Bargaining Unit Members and 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).

#### 4.2 No Lockout Provision

The Board agrees there will be no "lockout" of Bargaining Unit Members 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 school calendar. 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.

#### 4.3 Initiation/Participation in a Strike

Any 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 this Agreement.

#### 4.4 Union Responsibility

The Union will make every reasonable effort to prevent or terminate violations of this Article.

### **ARTICLE 5 – GRIEVANCE PROCEDURE/ARBITRATION**

#### 5.1 Definition of "Grievance"

A grievance is defined to be any question or controversy between any Bargaining Unit Member 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 a non-probationary Bargaining Unit Member, except to the extent that the Bargaining Unit Member 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 Bargaining Unit Member that cannot be appealed to the Columbus Civil Service Commission must be for just cause and can be grieved under this Article.

## 5.2 Union Class Action Grievance

In the event there is a grievance that affects a condition of general concern to the Bargaining Unit Members and involves more than one Bargaining Unit Member, or Bargaining Unit Members at more than one work location, it may be submitted as a grievance at Step 2 by the Union.

## 5.3 Grievance Procedural Steps

A Bargaining Unit Member should first make every effort to settle differences and disputes informally without filing a grievance. In the event that an agreement cannot be reached, a grievance shall be processed in the following manner:

- A. Step 1. Within ten (10) calendar days after either a Bargaining Unit Member or the Union knew or should have known of the incident, but in no case not later than thirty (30) calendar days after the incident, the Bargaining Unit Member involved (or the Union, as provided above) will reduce the grievance to writing and submit it to the Bargaining Unit Member's direct supervisor. (In order to preserve his/her Civil Service appeal rights, a Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member involved and attempt to resolve it. Within five (5) work days after this discussion, the hearing officer will state a decision in writing, attach it to the grievance form, and provide a complete copy to the grievant.
- B. Step 2. If the grievant is not satisfied with the decision concerning the grievance made by the hearing officer, the grievant may, within five (5) work days of receipt of such decision, request such hearing officer to forward the grievance to the Superintendent, or designee, for hearing. The Superintendent, or designee, will schedule a hearing on the grievance within ten (10) work days of receipt and will notify the grievant and the Union of the time and place of such hearing. Within five (5) work days following such hearing, the Superintendent, or designee, shall state a decision in writing, attach it to the grievance form, and forward a complete copy to the grievant.

- C. Step 3. If the grievance is not resolved at Step 2, the grievant 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 this Article. In the alternative, a Bargaining Unit Member 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 5.6 of this Article (Arbitration), 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 proceed to the arbitration procedure provided for in this Article.

#### 5.4 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.

#### 5.5 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 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 the Union Steward may accompany and represent the grievant at all steps of the grievance procedure, however, only one such person shall serve as spokesperson. 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. A grievant shall not be represented or accompanied by any other representative but an official Union representative at any grievance or arbitration hearing. A grievant may represent him/herself in Step 1 or in Step 2 of this procedure.

#### 5.6 Arbitration

- A. Arbitration must be requested in writing within thirty-five (35) calendar days after the grievant's receipt of the written answer given by the Superintendent, or 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 the prevailing party, or the predominately prevailing party, in the award 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.

5.7 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.

5.8 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 6 – JOB VACANCIES/TRANSFERS/ASSIGNMENTS**

6.1 Appointments / Promotions

Appointments and promotions in all 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 a Civil Service eligible list is available, the Board will appoint an individual from that list. If a Civil Service eligible list is not available, then the Human Resources Department shall prepare an eligible list based on Bargaining Unit Members who have applied and meet the requirements for the position. A candidate shall be selected from the eligible list.

6.2 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 6.6 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days. Bargaining Unit Members desiring to have such opening shall submit their bid to the designated Human Resources administrator, or 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) Bargaining Unit Member 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 Bargaining Unit Members with access to technology and training to access web-based programs related to postings of vacancies.

### 6.3 Interview Process

- A. No administrator or classified supervisor shall be involved in the interview process for the selection of a Bargaining Unit Member where such potential Bargaining Unit Member is a relative of the administrator or supervisor.
- B. All notices from the Human Resources Department of interviews for vacancies shall be sent to Bargaining Unit Member by electronic mail.

### 6.4 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.

### 6.5 Information Provided to Union President

- A. The President or designee shall be furnished, upon written request, an initial copy of each Civil Service eligible list, as applicable, and shall have the right to update such copy any time during normal working hours.
- B. The 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.
- C. All new or revised class specifications shall be sent to the 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.

### 6.6 Process to Fill Vacancies

- A. When a vacancy occurs within a building in which more than one Bargaining Unit Member of the same classification is assigned, Bargaining Unit Members within that classification and at that building shall be given an

opportunity to make a choice of schedule on the basis of their classification seniority.

- B. After the Bargaining Unit Members having seniority within the classifications identified in Paragraph A above have been given their choice of schedules and for all other vacancies, a notice indicating that a permanent job opening exists shall be emailed to all Bargaining Unit Members 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 schedule involved.
- C. Within three (3) work days after the last day of posting, Bargaining Unit Members with the requisite qualifications 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 bargaining unit seniority within that classification who has filed a request for transfer.

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

- E. After Bargaining Unit Members in the requisite classification have been given an opportunity to transfer, 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.

Transfer requests by Bargaining Unit Members shall be submitted in a digital format to be prescribed by the Board and indicate no more than twelve (12) 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 Bargaining Unit Member. 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.

No Bargaining Unit Members new to a position, successful job bidding applicant, or transfer applicant under the above procedures 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.

- G. The Board, after consultation with the Union President and Field Representative or other designees, 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.
  
- H. Each Bargaining Unit Member transferred to an assignment in base operations shall serve a probationary period of sixty (60) working days. At the end of that probationary period, the Superintendent or designee may rescind the transfer and return the bargaining unit member to a vacant position. The employee is not guaranteed to return to the same shift or building. If a rescinding of the transfer occurs, applications filed from the original posting may be used to fill the position. No new posting shall be required.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

### 7.1 Hours of Work

- A. The normal daily schedule shall be eight (8) hours on each of five (5) consecutive days in the normal work week. Bargaining Unit Members may be hired to work Saturday and/or Sunday as part of their typical work week. Except by agreement of the Bargaining Unit Member, no Bargaining Unit Member who is employed as of April 30, 2015 will be required to work a Saturday or Sunday as part of the Bargaining Unit Member's regular schedule. Bargaining Unit Members whose typical work week includes Saturday and/or Sunday shall receive one dollar (\$1.00) per hour in addition to their regular hourly rate for all hours actually worked on Saturday or Sunday.

- B. The regular work week shall consist of 40 hours with two fifteen minute breaks per day. Bargaining Unit Members may eat their lunch during their scheduled work time.

## 7.2 Overtime Pay and Compensatory Time Clarification

### Overtime

Overtime must be approved by the Bargaining Unit Member's manager or supervisor prior to work being performed. Overtime at time and a half is only paid once forty (40) hours have been actively worked within a week. A week is considered to be Saturday through Friday. Any time off, including compensatory time, vacation, sick leave, personal leave, paid holidays, etc. is not actively working, and therefore is not included in the overtime calculation.

Overtime assignments shall be offered at each work location on a rotational basis in descending order of job classification seniority (i.e., offered to most senior employee in a classification at the work location first). This shall continue through the list of Bargaining Unit Members at the given work location. When not able to be filled at the work location, then the overtime assignments shall be offered on a rotational basis to all other Bargaining Unit Members in that job classification in descending order of job classification seniority. When not able to be filled by volunteers, overtime may be mandated by the Superintendent, or designee(s), in ascending order of job classification seniority at each work location (i.e., assigned to least senior Bargaining Unit Member in a classification at the work location first). A list of individuals working overtime shall be maintained and will show the date of work offered and whether refused or accepted. Notwithstanding the foregoing, no Bargaining Unit Member will be mandated to work overtime when such assignment would directly conflict with the Bargaining Unit Member's other official employment duties to be performed for the Board.

### Compensatory Time

A Bargaining Unit Member required to work overtime previously approved by the supervisor may, at the Bargaining Unit Member'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 Bargaining Unit Member. The Bargaining Unit Member must notify the supervisor in writing by the end of the business day after overtime has been worked if the Bargaining Unit Member 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 Bargaining Unit Member. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of forty (40) hours.

Whenever the Bargaining Unit Member desires to take time off earned on the basis of compensatory time, the Bargaining Unit Member shall submit a written request to the Bargaining Unit Member's supervisor indicating the amount of compensatory time the Bargaining Unit Member desires to use and the requested date(s) for such use. The supervisor may not unreasonably deny the Bargaining Unit Member's request to use accrued compensatory time. Except in emergency situations, a Bargaining Unit Member 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 a Bargaining Unit Member has used any or all of the Bargaining Unit Member's accumulated compensatory time, the Bargaining Unit Member may accumulate additional compensatory time up to the forty (40) hour maximum. If the Bargaining Unit Member's request to use compensatory time is denied, the Bargaining Unit Member shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, a Bargaining Unit Member shall be paid for unused compensatory time at the rate in effect at the time of payment.

## **ARTICLE 8 – WORKING CONDITIONS**

### **8.1 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.

#### **Change in Working Conditions**

The Board shall make it a practice to discuss with the Union, in advance, changes in working conditions which affect multiple classifications of Bargaining Unit Members or affect Bargaining Unit Members 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. This Section shall not be subject to the Grievance/Arbitration Procedure contained in this Agreement.

A classified civil service Bargaining Unit Member shall not be assigned work in violation of the Bargaining Unit Member'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 Bargaining Unit Member. In the event that the Board assigns work to a Bargaining Unit Member 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 a Bargaining Unit Member. 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 a Bargaining Unit Member, the Union may, within ten (10) calendar days after the Board and Union meet, submit the matter for a decision to the Civil Service Commission. 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 Bargaining Unit Member. Arbitration proceedings under this Section shall be held in accordance with Article 5 of this Agreement (Grievance/Arbitration Procedure).

#### Creation of New Classification

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 Union President, or designee, all information which is proposed to be submitted to the Civil Service Commission and will further advise the Union President, or designee, of the date the Civil Service Commission will consider the Board's request.

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

#### 8.2 Job Audits

Whenever the Board of Education is informed that a job audit is being conducted involving member(s) of OAPSE Local 581, it shall promptly notify the President of Local 581 of such audit including the positions being audited and by whom the audit is being conducted. The BOE shall also inform the person conducting the audit of the provisions of this Section. Upon receipt of such notice, the Local President may request to meet with the Administration or its appropriate representative to discuss their respective positions concerning the job(s) under audit. OAPSE Local 581 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.

#### 8.3 Performance Evaluations

All Bargaining Unit Members shall be evaluated on performance twice during the Bargaining Unit Member's probationary period and once during each year of

employment by the immediate supervisor with input from the building administrator. All performance evaluation conferences will be held on paid time. Any Bargaining Unit Member who receives an unsatisfactory evaluation may be required to jointly develop an improvement plan with his/her supervisor, with input from the building administrator, within one month of the evaluation.

#### 8.4 Calamity Days

Calamity days are days when schools are officially closed on a systemwide basis owing to disease epidemic, hazardous weather conditions, or other public calamity. Calamity days will be regular workdays for all Bargaining Unit Members assigned to base operations, alarm monitoring, or any non-school building. Bargaining Unit Members shall be paid their scheduled regular rate of pay and shall be paid their straight time pay rates for all hours actually worked.

#### 8.5 Remote Learning

The Superintendent has the 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 8.4 above is not applicable to remote learning. Bargaining Unit Members 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, personnel who are, by reason of their assignment, required to work onsite shall be paid according to Section 8.4 above.

#### 8.6 Occupational Safety & Health

- A. The Union and the Board recognize the need to maintain safe conditions throughout the School District. Employees have the responsibility to submit written statements advising their immediate supervisor(s) and the Union President of any perceived unsafe working condition{s).
- B. The Union President may request a meeting to deal with bargaining unit health and safety issues. Such meeting shall be held within five (5) work days after the request.
- C. The parties desire to first deal with safety complaints internally to attempt to correct any perceived unsafe working conditions.
- D. Before exercising the right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member shall immediately notify his/her immediate supervisor of the condition. The

employee may be temporarily reassigned while the condition is being investigated and/or corrected.

- E. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition perceived to be an unsafe working condition. An employee who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

#### 8.7 Court Appearances

Employees who are subpoenaed to appear in court or before a governmental agency as a witness solely because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board. Court leave may not include leave for conflicts between the Board and a Bargaining Unit Member and/or the Union.

#### 8.8 School Calendar

The Board will provide a copy of any draft school calendar to the OAPSE Local 581 President or designee prior to any Board action to adopt the calendar. The Director of Labor Management and Employee Relations will meet and receive feedback on the draft calendar if so requested by the OAPSE Local 581 President or designee.

### **ARTICLE 9 - JOB SECURITY**

#### 9.1 Subcontracting

- A. The Board must notify the Union President, or designee, 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 Members will be discussed in the Labor/Management Committee established under 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 Bargaining Unit Members as a result of the subcontracting of bargaining unit work, whether such a resulting layoff actually precedes or follows the initiation of the subcontracted work.



## 9.2 Reduction in Force/Layoffs

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.

An employee on layoff shall maintain reinstatement rights for a period of two (2) years from the date of layoff.

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.

## **ARTICLE 10 – DISCIPLINE**

### 10.1 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 Bargaining Unit Member it may hire to do the work required. During such time, a new Bargaining Unit Member 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. Bargaining Unit Members 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. Nothing in this Agreement shall prohibit an agreement between the probationary Bargaining Unit Member, 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 Bargaining Unit Member.

## 10.2 Discipline Procedure/Conferences

- A. A conference conducted by a supervisor or administrator with a Bargaining Unit Member may be summarized in a written conference report by such supervisor or administrator. The Bargaining Unit Member may be accompanied by a representative, who is another Bargaining Unit Member or an OAPSE representative, provided the conference results in a written conference report which will be placed in the Bargaining Unit Member's personnel file located at the Education Center. The supervisor or administrator conducting the conference may also be accompanied. The Bargaining Unit Member shall be advised, at the time such a conference is arranged, of the possibility of such a report. Arrangements by the Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member's signature indicates only that the Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member shall have the right to be represented by a Union Steward or other OAPSE representative.
  - 3. The Bargaining Unit Member shall have the right to present witnesses and to question any witnesses presented by the Board.

4. The Bargaining Unit Member shall have the right to present any related evidence in his/her behalf.
- D. In determining disciplinary action for non-probationary Bargaining Unit Members, 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 a Bargaining Unit Member by an administrative supervisor in front of students, parents or coworkers tends to reduce the Bargaining Unit Member'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 a Bargaining Unit Member 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 Bargaining Unit Member believes that such criticism has again occurred, the Bargaining Unit Member 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.

### 10.3 Access to Personnel File

Anyone viewing the personnel file of a Bargaining Unit Member, except Board employees assigned to the personnel department or supervisors and administrators, shall sign and date a form provided for this purpose in the Bargaining Unit Member's personnel file.

### 10.4 Removal of Disciplinary Actions

A Bargaining Unit Member 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.

### 10.5 Hearing Leave

Bargaining Unit Members 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.

## 10.6 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 Bargaining Unit Member and shall not be placed in the Bargaining Unit Member's file. Such a complaint may be orally communicated to the Bargaining Unit Member.

## 10.7 Alcohol/Drug Testing

Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of their regular duties, 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 Bargaining Unit Member shall be on paid status until returned to their work location, 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 is found to be unconstitutional by the State or Federal Court system, after appeals have been exhausted, this provision shall be null and void and no negotiations on this matter shall be required during the term of this Agreement.

## 10.8 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;
  - 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 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 a Bargaining Unit Member in accordance with sections 1 or 3 above of this provision, the Bargaining Unit Member 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 Bargaining Unit Member 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 a Bargaining Unit Member in accordance with sections 1, 2, or 3 above of this provision, the Bargaining Unit Member may request and shall be granted an unpaid leave of absence of up to six (6) months. During such leave of absence, the Bargaining Unit Member 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. A Bargaining Unit Member 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 Bargaining Unit Member that it intends to exercise its rights under this provision.
- E. The rights provided in B and C above shall not be exercised by a Bargaining Unit Member more than once.

#### 10.9 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 a Bargaining Unit Member 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 a Bargaining Unit Member 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 Bargaining Unit Member will be disciplined in accordance with this provision for excessive use of sick leave unless the Bargaining Unit Member 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 above. No Bargaining Unit Member shall be disciplined as a result of the excessive use of sick leave which is the subject of such conference summary.

- D. No Bargaining Unit Member 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 Bargaining Unit Members 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 Bargaining Unit Member'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 Bargaining Unit Member 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 Bargaining Unit Member does not provide adequate information, or there remains a question, the Human Resources Department, or designee, consistent with Civil Service Rules, may have the Bargaining Unit Member examined by a third-party physician who shall be compensated by the Board.

#### 10.10 Use of Paid Holidays as Day of Suspension

Paid holidays shall not be utilized as days of suspension unless the Bargaining Unit Member and the administration agree to such utilization.

### **ARTICLE 11 – HOLIDAYS**

#### 11.1 Paid Holidays for 12-Month Bargaining Unit Members

The following days shall be recognized as paid holidays for all Bargaining Unit Members except those Bargaining Unit Members covered by Section 11.2 of this Article:

- Labor Day
- Thanksgiving Days (2)\*
- Winter Break Holidays (2) (generally official days off for Dec. 24<sup>th</sup> and 25<sup>th</sup>)\*
- New Year's Day\*
- Martin Luther King Day

- Spring Holidays during Spring Break (3) (generally to provide a long weekend of 5 consecutive calendar days over Easter Weekend)\*
- Memorial Day
- Independence Day
- Juneteenth

\*(Depending on District School Calendar)

## 11.2 Paid Holidays for Bargaining Unit Members Working Less Than 11 Months

Bargaining Unit Members with a regular scheduled work year of less than eleven (11) months shall observe the following paid holiday provisions:

- Labor Day
- Thanksgiving Days (2)\*
- Winter Break Holidays (2) (generally official days off for Dec. 24<sup>th</sup> and 25<sup>th</sup>)\*
- New Year's Day\*
- Martin Luther King Day\*
- The Friday before Spring Break Sunday\*
- Memorial Day
- Juneteenth (if the day falls during the Bargaining Unit Member's time of employment)

\*(Depending on District School Calendar)

In addition, such Bargaining Unit Members shall receive one week's pay [five (5) days' pay at their regular rate for their regularly scheduled hours] for the week of Spring Break.

## 11.3 Early Release

All Bargaining Unit Members assigned to the Education Center and related administrative offices will work one (1) hour less than their regular schedules, on the day before: Thanksgiving break, Christmas break, New Year's break and Fourth of July break.

## 11.4 Eligibility for Holiday Pay

- A. Bargaining Unit Members shall be excused from duty on applicable holidays without loss of salary or wages. Bargaining Unit Members 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, a Bargaining Unit Member must accrue earnings on his/her last scheduled workday prior to such holiday and his/her first scheduled workday following such holiday, unless on either of such days the Bargaining Unit Member was on an excused absence, or on sick leave for which pay was granted.

- B. When a Bargaining Unit Member elects retirement under the School Employees Retirement System and the date of separation is the last scheduled workday of a month and there is a paid holiday(s) following such scheduled workday that is in the same month then the Bargaining Unit Member shall be paid for such holiday(s).

11.5 Religious Holidays

A Bargaining Unit Member 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 Bargaining Unit Member is an active member of such religious body. Requests for such absence shall be made of the Human Resources Office at least ten (10) workdays prior to the holiday. A Bargaining Unit Member may not be absent under this Section unless he or she has received prior written approval from the Human Resources Office, or designee, following the submission of valid request. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from sick leave.

**ARTICLE 12 – VACATION**

12.1 Eligibility

- A. All Bargaining Unit Members 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:

<b>Years employed by Board of Education</b>	<b>Days of Vacation</b>
*0 but less than 5 years	10 days
5 but less than 10 years	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 Bargaining Unit Member does not complete one full year of employment with the Board.

Vacation may accrue to a maximum of three times the annual accrual. 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. The provisions of



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

## 12.2 Scheduling

Eleven and twelve-month Bargaining Unit Members shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor, subject to the following:

- A. Provisions of this Section shall not prohibit Bargaining Unit Members from taking their annual vacation, and the more senior Bargaining Unit Members, based on classification seniority, shall have preference over the more junior Bargaining Unit Members with regard to vacation scheduling.
- B. 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 that during the school year, no more than one (1) person is absent at a time at that location. In locations where only one Bargaining Unit Member is assigned, the request will be approved if coverage is available. A supervisor shall communicate approval or denial of a leave request within seven (7) business days of receipt in the department's office.

## **ARTICLE 13 – SICK LEAVE**

### 13.1 General Rules Pertaining to Sick Leave

- A. Unused sick leave shall be cumulative without limit. For Bargaining Unit Members, sick leave shall accumulate at a rate of fifteen (15) days per year. All such Bargaining Unit Members shall be credited with one and one-half (1.5) days on the second payday of each month. The accruals will occur September through June. The effective date for deducting sick leave credit shall be the final day of each pay reporting period.
- B. Each new full-time Bargaining Unit Member shall be credited with five (5) days of sick leave, which may be used in case any such Bargaining Unit Member is unable to work because of personal illness or death in his/her immediate family, after beginning his/her employment but before he/she has accumulated that amount of sick leave in the manner provided in paragraph A above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he/she may accumulate during the first year of service as provided in paragraph A above.

- C. Sick leave for Bargaining Unit Members employed on other than a fulltime basis shall be credited and deducted at the rate proportionate to their full-time employment status.
- D. It shall be the responsibility of each Bargaining Unit Member to transfer any unused sick leave from a previous employer to the office of the Treasurer of the Columbus Board of Education. When an employee in the Columbus school system returns to the employ of the Board, his/her unused accumulated sick leave, if any, shall be automatically reinstated. Such transfer or reinstatement of sick leave will be accepted by the Board provided the Bargaining Unit Member's most recent employment takes place within ten (10) years of the date of the last termination from Ohio public service and provided such sick leave was earned in Ohio public service.

### 13.2 Use of Sick Leave

- A. Sick leave with pay may be used only for the purposes provided in paragraphs 1, 2, and 3 below:
  - 1. For absence of the employee due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to others. Up to ten (10) consecutive workdays may be taken as sick leave at the time of legal adoption of a child.
  - 2. For absence of the employee due to illness or injury of someone in the employee's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, legal guardian, foster or stepparents of the said employee, dependent as defined by the IRS living in the home, or any person living in the home to whom an employee becomes the primary caregiver. A physician must certify primary caregiver. If an employee is absent not more than five (5) consecutive workdays 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 13.4 below in order to be eligible for sick leave with pay for such absence. If an employee is absent in excess of five (5) consecutive school days for this reason, the employee must provide the Human Resources Department with a doctor's certificate setting forth the identity of the patient 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. 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, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian, or foster or stepparents of the said employee, aunts, uncles, and dependents as defined by the IRS. Absence due to death in the immediate family may not exceed five (5) consecutive school days unless approved by the Human Resources Director.

### 13.3 Use of Sick Leave Notification

- A. When an employee is to be absent for a full workday, or a longer period, such absence shall be reported to the immediate supervisor at least one hour and thirty minutes prior to the employee's normal required reporting time or as soon as possible thereafter by any employee who wishes to use sick leave in accordance with the above procedures. The employee shall not be required to state, during this notification, the cause or type of illness involved. If the employee expects the duration of absence to be five (5) or more consecutive workdays, the employee must notify his or her immediate supervisor of the expected duration by the work day before the leave begins.
- B. In the event the estimated duration of the absence is expected to be continuous for a period in excess of two weeks, or when an absence has been continuous for such a period, the employee shall advise the immediate supervisor of the estimated duration of disability by completing the designated form. Such notification shall be submitted fifteen (15) days prior to the expected date of absence when such date can be anticipated or not later than the 11th day of a continuous absence in cases where the absence could not be anticipated. Failure to submit a request for leave of absence may result in disciplinary action up to and including termination.
- C. An employee shall notify his/her immediate supervisor on the day before he/she wishes to return. This notification must occur during the supervisor's normal workday.
- D. Absence on Saturdays, Sundays (unless part of a typical schedule), paid holidays, and paid non-workdays shall not be charged against sick leave.

### 13.4 Required Documentation

- A. When an employee is absent, a report for such absence, signed by the employee and his/her immediate supervisor, shall be completed by the 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 regular scheduled workday before summer break, whichever comes first.

- B. Such report shall be made in a manner, which will satisfy the requirements of Section 3319.141 of the Ohio Revised Code. 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. In the event the estimated duration of the absence is expected to extend over a period of ten (10) 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 shall require the submission of a physician's statement indicating the 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 11th day of a continuous absence in cases where the absence could not be anticipated. Failure to submit a request for leave of absence may result in disciplinary action up to and including termination. Employees, who have been out of work due to illness for ten (10) 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 condition of the employee.

### 13.5 Sick Leave Incentive

Bargaining Unit Members who do not use sick leave (except for bereavement leave), 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 \$200 per half attendance incentive payment for either or both of the periods.

### 13.6 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 last payday of the school year, or carry forward the balance of any unused sick leave credit at year's end.
- B. 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. Donate any portion of the credit to a catastrophic sick leave bank.
  3. Receive a cash benefit conversion for the unused balance of sick leave credit.
- C. Unused sick leave shall be converted as described below:
1. 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 day 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.
  2. An employee who used no more than one day of sick leave may convert five days, at a rate equal to fifty percent of the employee's base rate of pay.
  3. An employee who used no more than two days of sick leave may convert four days, at a rate equal to fifty percent of the employee's base rate of pay.
- D. The failure of an employee to utilize one of the sick leave conversion options listed above shall result in automatic carry-forward of any balance of sick leave credit.
- E. 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 whether by the employee or the employer.
- F. 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.

### 13.7 Catastrophic Illness/Injury

#### A. Sick Leave Donation Procedure

A member of the OAPSE Local 581 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: For purposes 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 (amyotrophic 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

B. A joint Union/Board committee consisting of three (3) members of the OAPSE Local 581 appointed by the Association and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. 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 joint 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. Applications for catastrophic illness/injury sick leave donation must be jointly submitted to the administrator of Labor Relations and the Association President. 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. The Union will assume the responsibility for solicitation of donations for approved Bargaining Unit Members, subject to procedures established by the joint 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) days maximum is needed, the Bargaining Unit Member must reapply for consideration by the committee. One renewal will be considered by the committee. All donation forms will be submitted by the Union to the administrator of Labor Relations.

- F. The joint committee shall not grant donated sick leave so as to delay the disability retirement of a bargaining unit member.
- 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 Member using donated sick leave shall not earn or accrue any sick leave. If a Bargaining Unit member does not use all of the donated sick leave hours/days granted to him/her, the unused hours/days will be returned to the donation pool. This return will be effective when the Bargaining Unit member returns to work, resigns, retires, or otherwise is separated from employment.

This Article supersedes and replaces R.C. 3319.141 and constitutes the sole and exclusive basis for any claim by an employee against the Board for accumulation and/or use of sick leave.

## **ARTICLE 14 – OTHER LEAVES**

### **14.1 Personal Leave**

- A. Each Bargaining Unit Member shall be credited with three (3) 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. Except for unusual or unforeseen circumstances, an employee shall provide a written notification to the employee's immediate supervisor, or designee, at least five (5) work days in advance of the intention to take personal leave. When a Bargaining Unit Member is absent for personal reasons, a report of such absence, signed by the Bargaining Unit Member and his/her immediate supervisor, shall be filed with the Treasurer within three (3) work days following the last day of absence, or for school year Bargaining Unit Members, three (3) days after the last regularly scheduled work day before summer break, whichever occurs first. Such report shall contain certification by the Bargaining Unit Member that the absence was not for one of the reasons proscribed below. The filing of a false statement by a Bargaining Unit Member 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 Bargaining Unit Member 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, or designee, deems that the number of requests for personal leave on the same day by Bargaining Unit Members in a given department or work location may jeopardize the safe or efficient operation of the district.
- B. For purposes of this section, a year is from July 1 through the following June 30. Bargaining Unit Members appointed after July 1 in a given year shall be credited with one (1) day of personal leave in that year, and Bargaining Unit Members appointed after March 1 in a given year shall not be credited with any personal leave in that year. Bargaining Unit Members 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 Bargaining Unit Members 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 Bargaining Unit Members shall not be eligible to use personal leave during their probationary period.

#### 14.2 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 Members.
- B. The Board of Education shall continue to carry, on payroll records, all Bargaining Unit Members 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 Bargaining Unit Member may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, and/or life insurance.



### 14.3 Workers' 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member injured as a result of an industrial injury for which Workers' 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.

### 14.4 Assault Leave

A Bargaining Unit Member may be eligible to take paid leave for absence due to injury resulting from a physical assault 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 Bargaining Unit Member conduct was within the bounds of general standards of professional behavior;
- B. The Bargaining Unit Member's immediate supervisor or other appropriate administrator was notified as soon as possible of the occurrence;

- C. The Bargaining Unit Member submits the certificate required in case of assault leave absence, accompanied by the physician's statement required below;
- D. The Bargaining Unit Member provides a physician's statement describing the 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 Bargaining Unit Member's accumulated sick leave or personal leave.

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

#### 14.5 Maternity/Paternity/Adoptive Leave

A Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member shall be returned to service on the requested date or the earliest following date when a vacancy occurs in Bargaining Unit Member's classification, provided the Board would have otherwise filled that vacancy.

- E. The Bargaining Unit Member 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 Bargaining Unit Member shall be informed of receipt of such notification of intent to return. Failure on the part of the Bargaining Unit Member 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 Bargaining Unit Member has been arranged, the adopting Bargaining Unit Member may request early reinstatement from leave and such request will be given priority consideration by the Administration.

#### 14.6 Jury Duty

Any Bargaining unit member upon making a request, including a copy of the subpoena, to the Department of Human Resources, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Upon submission of proof of jury service and/or any compensation received to the payroll department for jury service, the Bargaining Unit member shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other leave. This is not intended to allow double pay for jury duty.

#### 14.7 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 a Bargaining Unit Member who is on sick leave and whose sick leave has expired, the Board shall notify the Bargaining Unit Member of his/her options and responsibilities. At that time, a Bargaining Unit Member is officially notified that he/she has been granted a leave of absence, the Board shall notify the Bargaining Unit Member 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 Bargaining Unit Member as shown on the Bargaining Unit Member's paycheck.

#### 14.8 Benefits Provided Upon Return

A Bargaining Unit Member returning from a leave of absence shall be assured of the reinstatement of all fringe benefits provided by this Agreement for which said Bargaining Unit Member is eligible under the terms of this Agreement.

14.9 Family Medical Leave Act (FMLA) Leave

The parties agree to adhere to the federal law and the Board of Education's policy as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law, the Board of Education's policies, and any related regulations for the duration of this contract.

**ARTICLE 15 – INSURANCE AND OTHER BENEFITS**

15.1 Hospital, Surgical and Major Medical Insurance

A. The Board shall provide one or more health benefit plans to employees. Such plans are the Preferred Provider Organization (PPO) plan, the Exclusive Provider Organization (EPO) plan, and the Basic Exclusive Provider Organization Plan (Basic EPO) with plan designs attached and identified as PPO, EPO and Basic EPO. Except as required by Section 15.9 below (Board Contribution Limit), those three (3) plans will remain in effect until changed by the decision of the CSEA Joint Union/Board of Education Insurance Committee. The Union President, or designee, may attend the meetings of the CSEA Joint Union/Board of Education Insurance Committee as an observer. 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 Bargaining Unit Members who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year and elect such coverage.

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

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 this Section. 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 the annual table prepared by the Office of Human Resources. Each year the table 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 cost of the insurance program indicated in A above for the Family Plan for Bargaining Unit Members 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 for Bargaining Unit Members who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year.
- D. Payment of such insurance costs by Bargaining Unit Members 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, when a Bargaining Unit Member is married to another employee of the Board, both 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 Bargaining Unit Members. In the event the spouse of a Bargaining Unit Member 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 Bargaining Unit Member covered by this provision changes marital status from married to single, the family coverage shall be maintained at 90 percent Board expense provided the Bargaining Unit Member has a dependent eligible for coverage.

F. During the term of this Agreement, Bargaining Unit Members 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 |
|                                      |                  | Adenoidectomy     |
| 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 a 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. The following coverages will be included in 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

## 15.2 Dental Insurance and Vision Insurance

- A. During the term of this Agreement the Board shall continue the current dental insurance program for all Bargaining Unit Members 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 Bargaining Unit Members 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%

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

Orthodontics: Procedures for the correction of malposed teeth.....50%

3. Deductible

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 Workers' Compensation or other similar laws
- Surgical Services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons
- Any Prosthodontics Service stated 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 disturbances 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 or 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 Bargaining Unit Members.

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.

15.3 Life Insurance

- A. The Board shall provide, at Board expense, \$50,000 group term life insurance for Bargaining Unit Members who have a minimum of twenty-five (25) schedule hours of work per week for their normally scheduled work year.
- B. The Board shall provide, at Board expense, \$25,000 group term life insurance for Bargaining Unit Members who have a minimum of twenty (20) but less than twenty-five (25) scheduled hours of work per week for their normally scheduled work year.
- 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 Workers' Compensation claim 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. Bargaining Unit Members may elect to buy additional group term life insurance in addition to that provided in this section. 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 set forth in this section. 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.

#### 15.4 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.

#### 15.5 Educational Opportunities/Tuition Reimbursement/In-Service (Prof. Dev.)

- A. Educational Opportunities

The Board of Education shall permit Bargaining Unit Members 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

Tuition Reimbursement. The Board will provide \$10,000 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 Local 581 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 Local 581 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

Bargaining Unit Members 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.

D. Professional Development

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.

#### 15.6 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 Bargaining Unit Members. Under this Plan, all employee payroll deductions towards the premium(s) for health, dental, vision and/or disability 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 Bargaining Unit Members who contribute employee payroll deductions for insurance premiums. The Board will have no liability to the Bargaining Unit Members 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.

15.7 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 Bargaining Unit Members 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.

15.8 Severance Pay

A. Bargaining Unit Members who have been employed by the Board for at least five (5) consecutive years 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 and personal leave credit in accordance with paragraph B, below. The following stipulations shall apply:

1. Only those Bargaining Unit Members whose effective date of Retirement with the School Employees Retirement System (SERS) is not later than one hundred twenty (120) calendar days after the last paid day of service, the last day of an unpaid leave of absence with the Columbus City Schools, or while on layoff status, shall be eligible to be paid for such accrued but unused sick leave/personal 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 and personal leave on this basis shall be considered to eliminate all sick leave and personal 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 no later than sixty (60) calendar days after the effective date of retirement with SERS except that the eligible member or beneficiary of such eligible member may elect to receive fifty (50) percent of such payment within such sixty (60) days and receive the balance during the month of January immediately following the year of retirement or the eligible member or beneficiary of such eligible member may elect to receive the total payment during the month of January immediately following the year of retirement. Whichever election the bargaining unit member chooses, the

bargaining unit member may roll part or all of his or her severance pay into a tax-sheltered annuity. Such January payment shall be made on the first available pay date after January 1.

B. The cash payment to an eligible member who provides the Board with written notice of retirement at least ninety (90) Calendar days in advance will be paid according to the following formula:

1. Bargaining Unit member will be compensated at the rate of 50% for accrued but unused personal leave days.
2. Bargaining Unit member will be compensated for all accrued but unused sick leaves as follows:

Accumulated Sick Leave

The Specified Number of Hours      Applicable Percentage

0 – 800	30%
> 801 – 1600	35%
> 1601 – 2400	40%
> 2401 – 3200	45%
> 3201 – up	50%

3. Bargaining Unit Members who give less than 90 days' notice will be permitted to buy out their sick leave at a maximum of 25%.

C. Severance pay benefits for an eligible bargaining unit member 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 the benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

#### 15.9 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 CSEA Joint Union/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%).

#### 15.10 Employee Wellness

The President, or designee, may attend the CSEA/Board of Education Wellness Committee meetings as an observer.

### **ARTICLE 16 – WAGES**

#### 16.1 Wages and Salary Schedule

A. Bargaining Unit Members shall be compensated in accordance with the Salary Schedule(s) attached hereto as Appendix A and based upon their assignment within the following ranges:

Range 1: Safety and Security Specialist I and II

Range 2: Accident and Safety Investigator; Safety and Security Compliance Investigator; Safety and Security Training Coordinator

B. Wage Increases

1. Effective July 1, 2022, all Bargaining Unit Members shall be paid per Appendix A, attached hereto.

2. Effective August 5, 2023, all Bargaining Unit Members shall receive a 4% increase to the base salary/wage rate increase, plus step movement, if eligible.

3. Stipends

To address recruitment and retention challenges in light of the COVID-19 pandemic, all eligible Bargaining Unit Members 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 2023, five hundred dollars (\$500) in the first pay in October 2023, and five hundred dollars (\$500) in the first pay in May 2024.

For the purposes of this paragraph 3, an “eligible” employee is a 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.

C. Me Too

During the term of this Agreement, should the Board negotiate salary increase(s) for bargaining unit members of the Columbus School Employee Association, all current OAPSE Local 581 Bargaining Unit Members shall receive the same salary increase(s).

16.2 Salary Administration

A. New Hires and Step Movement:

A new hire is a Bargaining Unit Member new to the District who is being hired into a bargaining unit position. New hires typically will be hired at Step A of the pay range assigned to the position being filled. Step movement shall occur on the Bargaining Unit Member's yearly anniversary of his or her current hire date, unless impacted by unpaid absence(s) of more than 20 consecutive days in a year (with the exception of Workers' Compensation).

Exceptions to hiring at Step A may be approved by the Department of Human Resources, and may not exceed Step C (4 years of experience). Criteria to be considered for such exceptions include: education, experience, impact of position on the goals and objectives of the department and internal equity. In such cases, the advanced step Bargaining Unit Member shall be eligible to move to the next MUNIS step one year after placement, and shall continue to move through the steps on the yearly anniversary of his or her current hire date, unless impacted by unpaid absence(s) of more than 20 consecutive work days in a year (with the exception of Workers' Compensation).

B. Promotions:

A promotion is a change to a different classification in a higher pay range. A promotion will result in the Bargaining Unit Member's new pay rate being the first step in the new range that insures a minimum of a 5% increase to the Bargaining Unit Member's current pay rate. A promotion increase may not exceed the top step in the new range. Bargaining Unit Members who as a result of a promotion have more credited years of service than required for a step increase shall be eligible for the next step after one year. Bargaining Unit Members who, as a result of a promotion, have fewer credited years of service than required for a step increase, shall not be eligible for that step increase until such time that the appropriate credited years of service are attained.

### 16.3 Payroll Deductions

- A. United Way 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.
- B. Salary deductions for annuities and Section 125 accounts shall be determined by dividing the yearly amount by the appropriate number of pay dates per employee.
- C. Amounts for credit union deductions shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date.
- D. Amounts for annuities and flexible spending accounts shall be electronically transferred by the third Columbus City Schools business day following the employee's pay date when ACH transfer is available.
- E. When an employee's bank account is debited by the Treasurer's Office, a credit with the corrected amount must be made at the same time (or manual check on pay date). Advance notification of these actions should be given to the employee as soon as possible.
- F. Errors in sick leave and personal leave shall be reported to the Treasurer's Office on a form mutually agreed to by the Board and the Union. Every effort will be made for necessary corrections to be made in a timely fashion generally on the paycheck following the receipt of the report. The processing date of a payroll may cause this correction to be delayed until the following pay date. Whenever corrections are not made on the next paycheck, the employee will be promptly notified. Every effort will be made to correct errors in deduction and entitlements by the following pay date that the error was reported. The processing date of a payroll may cause this correction to be delayed until the following pay date.
- G. Election of insurance coverage must be made during the annual open enrollment period. A Bargaining Unit Member may not change coverage except during the annual enrollment period. If a Bargaining Unit Member drops out of a program, the Bargaining Unit Member cannot re-enroll until the next annual enrollment period.
- H. Bargaining Unit Members shall be paid by direct deposit to a bank, subject to the following:
  - 1. The employee must select at least one (1) but not more than two (2) bank(s), savings and loans or credit union(s), which are members of

the Federal Reserve Wire System and are able to accept direct deposit.

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

#### 16.4 Transportation Mileage Reimbursement

Employees who are required to use private transportation to perform their assigned duties will be reimbursed at the rate allowed by the Internal Revenue Service at the time of travel. All approved employee conference expense mileage will be reimbursed at the rate in effect by the district at the time of travel. Transportation reimbursement guidelines as published by the Treasurer must be followed. Employees shall not use private transportation to transport students.

### **ARTICLE 17 – NEGOTIATIONS PROCEDURES**

#### 17.1 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 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.

#### 17.2 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 Union 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.

### 17.3 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.

### 17.4 Definition of "Days"

"Days" shall mean calendar days.

### 17.5 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 Union, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the parties will confer for the purpose of establishing an agenda for bargaining and to discuss administrative details. Meetings shall be held at times and places mutually agreed to by the Board and the Union.

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

### 17.6 Agreement

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

### 17.7 Impasse

- A. This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14.
- B. 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.
- C. 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 Union shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18 of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

17.8 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 18 – GENERAL PROVISIONS**

18.1 Amendment

Amendments may be made at any time by mutual agreement in writing.

18.2 Duration

This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education and remain in effect through June 30, 2024.

# CONTRACT SIGNATURE PAGE

NOVEMBER 15, 2022

FOR THE

BOARD OF EDUCATION  
Columbus City Schools



\_\_\_\_\_  
Jennifer A. Adair, Board President



\_\_\_\_\_  
Dr. Talisa L. Dixon, Superintendent/CEO



\_\_\_\_\_  
Stanley J. Bahorek, Treasurer



\_\_\_\_\_  
Michael J. De Fabbio, Chief Talent Officer



\_\_\_\_\_  
Julie C. Martin, Esq., Chief Negotiator

FOR THE

Ohio Association of  
Public Employees,  
Local 4, AFL-CIO, Local 581



\_\_\_\_\_  
David Wellborn, President



\_\_\_\_\_  
Frances Simmons, Vice President



\_\_\_\_\_  
Trey Fawkes, Treasurer



\_\_\_\_\_  
Andre Washington, Chief Negotiator

**APPENDIX A**

**2021-2022 OAPSE Safety and Security Pay Rates**

<b>Pay Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>F.5</b>	<b>G</b>	<b>L</b>
<b>Munis Step</b>	<b>0</b>	<b>1, 2</b>	<b>3, 4</b>	<b>5, 6, 7</b>	<b>8, 9, 10, 11</b>	<b>12, 13, 14, 15</b>	<b>16, 17, 18, 19</b>	<b>20, 21, 22</b>	<b>23</b>
<b>Range 1</b>	\$21.63	\$23.35	\$25.34	\$25.97	\$26.72	\$27.45	\$27.84	\$28.22	\$29.07
<b>Range 2</b>	\$23.84	\$25.89	\$28.04	\$28.97	\$29.82	\$30.79	\$31.21	\$31.63	\$32.58
<b>Range 3</b>	\$26.67	\$29.11	\$31.61	\$32.61	\$33.68	\$34.86	\$35.37	\$35.92	\$37.00

**2022-2023 OAPSE Safety and Security Pay Rates**

<b>Pay Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
<b>Munis Step</b>	<b>0</b>	<b>1, 2</b>	<b>3, 4</b>	<b>5, 6, 7</b>	<b>8, 9, 10, 11</b>	<b>12, 13, 14, 15</b>	<b>16, 17, 18, 19</b>	<b>20, 21, 22</b>	<b>23, 24, 25</b>	<b>26+</b>
<b>Range 1</b>	\$23.84	\$25.89	\$28.04	\$28.97	\$29.13	\$29.84	\$30.24	\$30.64	\$31.52	\$32.15
<b>Range 2</b>	\$27.74	\$30.27	\$32.87	\$33.91	\$35.03	\$36.25	\$36.78	\$37.36	\$38.48	\$39.25

**2023-2024 OAPSE Safety and Security Pay Rates – 4% Increase**

<b>Pay Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
<b>Munis Step</b>	<b>0</b>	<b>1, 2</b>	<b>3, 4</b>	<b>5, 6, 7</b>	<b>8, 9, 10, 11</b>	<b>12, 13, 14, 15</b>	<b>16, 17, 18, 19</b>	<b>20, 21, 22</b>	<b>23, 24, 25</b>	<b>26+</b>
<b>Range 1</b>	\$24.79	\$26.93	\$29.16	\$30.13	\$30.30	\$31.03	\$31.45	\$31.87	\$32.78	\$33.44
<b>Range 2</b>	\$28.85	\$31.48	\$34.18	\$35.27	\$36.43	\$37.70	\$38.25	\$38.85	\$40.02	\$40.82

## **APPENDIX B**

### **Memorandum of Understanding on Fair Share Fees**

If the Supreme Court of the United States allows fair share fee payments, this language is applicable and will be included in the Agreement between the Union and the Board.

The Board will provide the OAPSE State Office with current W-2 information relative to wages by April 1, each year. It shall be the responsibility of the OAPSE State Office to provide a list of members and the amount to be deducted for each to the Board's Treasurer by September 15 each year.

- A. The OAPSE State Office will provide a list of names to the Board's Treasurer of those unit members who are not members of the Union and the total fair share fee amount to be deducted for each. Newly hired unit members shall have their fees pro-rated for the remaining deductions.
- B. The Union agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section provided that:
  1. The Board notifies the Union in writing within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.
  2. The Board agrees to permit the Union or its affiliated organizations to intervene as a party if it so desires and/or to not oppose the Union or its affiliated organizations' application to file briefs Amicus Curiae in the action.



## APPENDIX C

### Memorandum of Understanding

The Columbus City Schools Board of Education and OAPSE/AFSCME Local 581 hereinafter referred to as “the parties” agree to the following:

1. Within five (5) days of the execution of the initial Agreement between the parties, there will be seven (7) “Floater” vacancies posted in the Safety and Security Specialist 1 classification. Bargaining Unit Members within that classification will have five (5) days to apply for the positions, and the positions will be filled based on job classification seniority. All Bargaining Unit Members who do not move to a floater position shall remain in their current assignment and any transfer will occur per the collective bargaining agreement. All vacancies created as a result of any transfer to Floater shall be posted and filled consistent with the Agreement.
2. Floaters are expected to move between locations to meet District needs and transport students as needed.
3. Upon execution of the initial Agreement, Safety and Security Specialist Is and IIs shall be paid on the same pay range. All Safety and Security Specialist Is shall remain at the same step on the new salary schedule. All Safety and Security Specialist IIs shall be paid the rate of pay on the step closest, but not less than, to what the Bargaining Unit Member was earning before the Agreement was in effect.
4. Within thirty (30) days of the execution of the initial Agreement, the Board will request the Civil Service Commission to rename and reclassify the Safety and Security Specialist I and Safety and Security Specialist II positions into a Safety and Security Specialist. Should the Civil Service Commission deny the Board’s request, the Board will promptly notify the Union President, and will consult with the Union President regarding appropriate next steps.