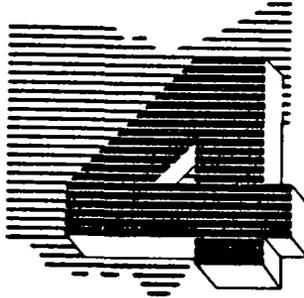


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**COLUMBUS SCHOOL
EMPLOYEES ASSOCIATION
AGREEMENT**

OCT 9 1996
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OAPSE/AFSCME Local 4/AFL-CIO

**EFFECTIVE SEPTEMBER 1, 1996
THROUGH
FEBRUARY 28, 1998
AMENDED**

2,571
employees

Mary Thomas
614-365-5636

CSEA OFFICERS

President, Betty Simmons-Talley	(614) 365-6550
Vice President, John Drakeford	(614) 365-5263
Treasurer, Ethel Dyer	(614) 365-5985
Secretary, Betty Grennell	(614) 365-5306

EXECUTIVE BOARD MEMBERS

Local 101 - Mildred Markham	(614) 365-5506
Local 143 - Peggy Martin	(614) 365-5306
Local 150 - Betty Burnett	(614) 365-5820
Local 189 - Edwin Weiss	(614) 365-5268
Local 336 - Jean Cherryholmes	(614) 365-6542
Local 488 -	
Local 518 - Ida Jones	(614) 365-6922
Local 529 - Daniel Zedecker	(614) 365-8080
Local 580 - Allen Ross	(614) 365-5985
Local 591 - Daryl Fair	(614) 365-5268
Local 721 - Cathleen Blazier	(614) 365-5783
Local 730 - David Harkness	(614) 365-6499

Sandra L. McGraw, Field Representative

Joyce Snyder, Field Office Secretary

1 (614) 890-4770

1 (800) 78-OAPSE

1 (800) 786-2773

AGREEMENT
BETWEEN
COLUMBUS BOARD OF EDUCATION
AND
COLUMBUS SCHOOL EMPLOYEES ASSOCIATION
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)
AFSCME LOCAL 4/AFL-CIO

EFFECTIVE SEPTEMBER 1, 1996

This document represents the reconfiguration of the Agreement between the Columbus Board of Education and the Columbus School Employees Association entered into on July 20, 1993. This reconfiguration was accomplished through a joint effort of representatives of both parties for the sole purpose of improving the accessibility to information contained in the Agreement. It was not the intention of the parties to modify the interpretation of any provision of the Agreement by this reconfiguration. In the event a dispute arises about a changed interpretation due to relocation of any provision of the Agreement, before reconfiguration, will be the prevailing document.

The Agreement covering the period September 1, 1996 to February 28, 1998 contains all terms of the parties' 1993-96 Collective Bargaining Agreement with the exception of Article 17.5B which was changed to reflect that the funding for the tuition reimbursement program would remain at the same level for FY97 and FY98.

THIS AGREEMENT, entered into at Columbus, Ohio June 4, 1996, between the BOARD OF EDUCATION OF THE CITY OF COLUMBUS SCHOOL DISTRICT (hereinafter referred to as the "Board"), and the COLUMBUS SCHOOL EMPLOYEES ASSOCIATION, the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)/AFSCME Local 4, AFL-CIO (hereinafter referred to as the "Union")

**ARTICLE 1
RECOGNITION**

- 1 1** The Board recognizes the Union as the sole and exclusive bargaining representatives for all full-time and regular part-time Civil Service Employees of the school district and all instructional assistants employed by the school district, except that supervisory, confidential and management level employees, as those terms are defined in Ohio Revised Code Section 4117 01(F), (J), and (K), are excluded from the bargaining unit. Such supervisory and management level employees are not included in the list of classifications paid in accordance with the pay ranges adopted in connection with this Agreement.
- 1 2** The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.

**ARTICLE 2
DISCRIMINATION AND COERCION**

- 2 1** There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of such employee's race, color, creed, sex, age, national origin, or membership or non-membership in the Union.
- 2 2** All use of the terms "he", "his", or "him" in this Agreement shall be interpreted as referring to both female and male employees.

**ARTICLE 3
MANAGEMENT CLAUSE**

- 3 1** The Board retains the sole right and authority to manage the schools of the Columbus City School District. Except as limited by the specific terms of this Agreement this shall include, but not be limited to, the right to direct the Civil Service work force, to decide the duties to be performed, to decide the means, methods and equipment to be used, to assign, transfer and promote the employees' to schedule the days and hours of work, and starting

and quitting times of employees, to hire, discharge and discipline employees, and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools

ARTICLE 4 **UNION REPRESENTATION**

1 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.

2 **Union Dues/Agency Fees**

A. The Board agrees to continue to honor dues deduction authorizations executed by the employee in favor of the Union in accordance with provisions of the Revised Code of Ohio

B All employees who are not members of the Union shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Union to the Board's Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Union meeting all requirements of applicable State and Federal law. Such agency fee shall be automatically deducted from such employees' paychecks.

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

the program. Any and all such changes must be made at the same time

D This provision is subject to the availability of a Horace Mann disability insurance program

17 5 A. The Board of Education shall permit members of bargaining unit to attend adult or evening classes where not in conflict with work schedules free of tuition, provided the employee meets the eligibility requirements for enrollment in the course and provided that the course is related to their primary work function for the Board of Education or will enable the employee to qualify for a higher classification within the school system Initial inquiries by employees about the appropriateness of specific courses should be directed

B Tuition Reimbursement

The Board will provide up to \$75,000 for FY97 and \$75,000 for FY 98 for tuition reimbursement program The purpose of this program is to provide tuition reimbursement for completing workshops, training programs, or courses for college credit taken on employees' own time that could either improve current job skills or prepare employees for promotional opportunities with the school system.

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

- 1 A committee pre-approved activity will be reimbursed at 100% of tuition upon receipt of evidence of successfully completing the activity Tuition reimbursement will be granted for those approved activities where an employee is required to pay an out of pocket expense Any expense covered by grant, scholarship, etc , will not be reimbursed Reimbursement will not cover such items as parking fees, late fees, books, etc
- 2 Where credit is available, courses approved for reimbursement must be taken for credit

- 3 Committee developed guidelines will encourage teacher training courses
- 4 The termination of employment for any reason, except death, within one year of reimbursement will result in the reimbursement being deducted from the final paycheck.

C In-Service Procedures

- (1) Classified employees shall attend a minimum of two in-service meetings per calendar year, where such meetings, designed to help improve the efficiency or ease 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 is 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 vacation or holidays
- (2) All employees required to attend food service meetings and instructional assistant meetings shall be paid in accordance with the Agreement

17 6 Effective with pay dates beginning January 1, 1994, the Board shall sponsor and administer a Cafeteria Premium Payment Plan established in accordance with Internal Revenue Code, Section 125, for members of the bargaining unit. Under this Plan, all employee payroll deductions towards the premium(s) for health (17 1), dental (17 2), and/or disability (17 4) insurance(s) will be paid into the Cafeteria Premium Payment Plan. It is the intention that such employee payroll deductions will be excluded from an employee's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute employee payroll deductions for insurance premiums. The Board will have no liability to members of the bargaining unit for the tax treatment of such employee payroll deductions, and is assuming no additional portion of the cost of such benefits. This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent that Section 125 of the Internal Revenue Code or the regulations promulgated thereunder remain substantially unchanged.

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

19 9 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. On written request to the Union, the Board President or his designated representative shall call for the initial meeting of the Joint Negotiation Committee for the purpose of interim negotiations to be held not later than five (5) days after receipt of such written request. Negotiation meetings shall be held as often as necessary pursuant to the procedures set forth in Section 19.5 above; however, the last negotiations meeting should be held no later than fifteen (15) days after the first meeting. In the event the members of the Joint Negotiation Committee are unable to reach agreement during the period of interim negotiations, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. Mediation shall continue until all issues are resolved or until such time as the parties jointly request the termination of the mediation process.**
- C. In the event, during the term of this Agreement, additional funds from the State require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).**

ARTICLE 20
DURATION OF AGREEMENT

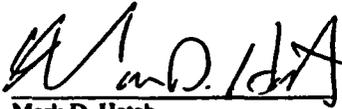
20.1 This Agreement shall be effective as of 12:01 a.m., September 1, 1996, and shall continue in full force and effect until midnight February 28, 1998. In witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above mentioned.

**BOARD OF EDUCATION OF
THE CITY OF COLUMBUS
SCHOOL DISTRICT**

**COLUMBUS SCHOOL EMPLOYEES ASSOCIATION
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
AFSCME LOCAL 4, AFL-CIO**

BY:

BY:



Mark D Hatch
President



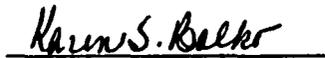
Betty J Simmons-Talley
President



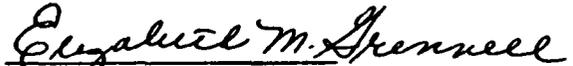
Lawrence B. Nixon, Sr.
Superintendent



John Drakeford
Vice President



Karen S Balko
Chief Negotiator



Elizabeth M Grennell
Secretary



Ethel M. Dyer
Treasurer



Robert J. Walter
Chief Negotiator