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

EFFECTIVE MARCH 1, 1998

The following reflects the Tentative Agreement between the parties

Unchanged current contract language is in regular text

New language is in bold letters (for example *New language is in blue italicize letters*)

Current contract language which is to be deleted appears with a strike-out through it (for example ~~Current contract language which is to be deleted appears with a strike-out through it~~)

If upon proofreading it is discovered that there is an error in any portion of the Tentative Agreement reprinted here which was to remain current contract language, that error will be corrected in the final printing

Also, a joint committee composed of representatives of the Board and the Union shall meet to consider rearranging the location of provisions of the contract so that appropriate subject matters are grouped together and to also develop headings for sections and a more complete Index and Table of Contents

Upon final printing, any misspellings and clerical errors will be corrected and obsolete dates removed

JUN - 5 1998

2,571
Classified employees

3/1/98 -- 2/28/2001

THIS AGREEMENT, entered into at Columbus, Ohio, ~~June 4, 1996~~, *March 1, 1998*, 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 representative for all employees in the following described unit

The bargaining unit includes all full-time and regular part-time Civil Service Employees of the school district and all instructional assistants employed by the school district, except that supervisory, confidential, and management level employees, as those terms are defined in Ohio Revised Code Section 4117 01(F), (J), and (K), are excluded from the bargaining unit. Such supervisory and management level employees are not included in the list of classifications paid in accordance with the pay ranges adopted in connection with this agreement.

- 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/she," "his/his/her," or "him/him/her" 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

- 3.2 ***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 Director of Classified Personnel or other Central Office Administrator designated by the Board and Superintendent. Any disciplinary actions greater than a three day suspension, (including demotions and discharges) shall be acted on by the Board of Education subsequent to the conclusion of any appeal to the Civil Service Commission or Arbitration, or when the appeal period has closed. All other personnel matters, including determining layoffs and job abolishments, shall require action by the Board itself in advance.***

ARTICLE 4
UNION REPRESENTATION

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

4.2 Union Dues/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 ***The dues deduction authorizations shall be honored by the Board unless an employee withdraws from membership in the Union and revokes that authorization in writing in a letter sent to the OAPSE State Treasurer at the State Office and the Board Treasurer within the ten (10) day period from August 22 through August 31. An employee who withdraws from Union membership and revokes dues deduction authorization will be required to pay the fair share fee.***
- 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 the Columbus School Employees Association (CSEA) shall be paid directly to the OAPSE State Office on a monthly basis. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.

- D The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable law of like subject matter.
 - E The Union shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article.
- 4.3 A The Union may designate Union Stewards at each school building or physically separated establishment or work area of the Board, one of whom shall be designated the Chief Steward. The 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 procedure, after the grievance has been reduced to writing, shall be provided released time in connection with attendance at such grievance proceeding.
- 4.4 The President of the CSEA or, in ~~his~~ his/her absence, the vice president of CSEA, shall have the privileges accorded to Union Stewards.
- 4.5 Official OAPSE field representatives and/or Union Stewards may consult with employees of the bargaining unit before the start of and at the completion of the day's work and shall be permitted access to work areas at such times only for the purposes of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended to include access to work areas at other times subject to the approval of the head supervisory person in the building and subject to the understanding that work assignments are not, in fact, to be interfered with, except with approval of the head supervisory person in the building. Visits in accordance with the immediately preceding sentence shall be by prior arrangement with the head supervisory person except in an emergency. Such a field representative, Union Steward, or CSEA officer shall, after entering a building during normal school hours, first inform the head supervisory person in the building of ~~his~~ his/her presence. The Board will be supplied with a list of authorized field representatives, Union Stewards, and CSEA officers, which list shall be kept current by the Union. The Board shall furnish to the Union the names of the head supervisors of all work locations.

- 4 6 A The Board agrees to make available to the Union a list of the names and addresses of employees eligible for the bargaining unit setting forth the job classifications and work locations to which each new employee is assigned Such list will be made available every month
- B The Board shall supply the Union with the name, address, social security number, hire date, hourly rate, standard weekly hours, pay company, class title, class title code, and file number generally within one (1) week after Board action to employ
- C The Board will include employees on both active status and leave status when reporting W-2 earnings to OAPSE for dues calculation purposes If this does not correct the concern regarding dues deductions from employees returning from leave, the parties will continue to seek a mutually acceptable remedy
- 4 7 There is hereby established OAPSE Day, which day shall be the same day as COTA Day on the school calendar Bargaining unit employees shall be released without loss of salary to attend the annual district OAPSE meeting as a professional day on such day An employee wishing to attend the OAPSE meeting shall make a prior written request to ~~his~~ his/her immediate superior as defined in Section 6 3 of this Agreement Where the operation of the school district requires that certain personnel be on duty, priority in the following order shall be given to those making a written request to attend OAPSE Day
- A Officer of the OAPSE Central District,
- B Officers of the CSEA,
- C Local officers,
- D Others
- 4 8 The Board shall authorize a pool of up to a total of 150 days with pay per fiscal year for use of members of the bargaining unit who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business Such leaves will be granted upon written application from the President of CSEA made not less than five (5) work days in advance to the Director, Classified Personnel In no event shall more than two (2) employees be granted such a paid leave on the same day from any classification with thirty (30) or less employees The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/or vacation, may result in leave under the provision being denied Leave requested from this pool of days to attend the OAPSE annual convention shall generally be granted

Additionally, if requested by the President of CSEA, employees may be granted leave without pay for Union business provided the Union reimburses the Board for the employees' wages and such absence does not interfere with the efficient operation of any department or working unit Such request must be submitted in writing no less than five (5) work days in advance to the Director, Classified Personnel It is anticipated by the parties that these requests would generally be reserved for special circumstances

- 4 9 The Union office, as designated annually by the President of CSEA, shall be included on a regular school building mail route provided such office is in a location that can be reasonably scheduled on an existing mail route
- 4 10 The CSEA officers and/or Union stewards may request to use individual school office equipment (including audio visual equipment) when such equipment is not otherwise in use Such request must be made to the appropriate administrator or supervisor at that specific work site Permission to use such equipment will not be unreasonably withheld
- 4 11 The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization Such authorization must be executed by the employee and may be revoked by the employee at any time The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance Payroll deductions for AFSCME-PEOPLE shall be made available to employees as follows
- A AFSCME-PEOPLE payroll deductions shall be made ten (10) times a fiscal year for all pay plans 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 The Office of the Treasurer will transmit payroll deductions by check to AFSCME-PEOPLE on a monthly basis if the total deduction is at least \$100 Total monthly deductions less than \$100 shall be carried over until at least \$100 is accumulated
- D The Board will charge the Union two cents (\$ 02) per deduction for such deduction privileges
- E Payroll deduction forms may be submitted to the Office of the Treasurer at any time The payroll deductions will begin as soon as practical
- F A bargaining unit member may stop AFSCME-PEOPLE payroll deductions by requesting such in a letter to the Treasurer Payroll deductions will be canceled as soon as practical after receipt of the letter
- 4 12 The Union will be provided access to have announcements related to the Union made on WCBE The extent of this access and any requirements and/or restrictions will be communicated to the President of CSEA
- 4 13 A ~~There shall be established a committee of ten (10) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually~~

~~agree otherwise. Five (5) members of the committee shall be appointed by the Administration and five (5) shall be appointed by the Union.~~

Labor-management meetings may be called by mutual agreement. Meetings may be held for a specific Local, or for CSEA as a whole. The parties shall agree upon an agenda prior to the meeting. A labor-management meeting shall be held at least quarterly unless the parties agree otherwise.

B Insurance Study Committee

A joint Board/Union Insurance Study Committee shall be established to review the insurance provided in this Agreement and to make reports to the Superintendent and to the Union President concerning any alternatives and recommendations as they relate to providing an improved insurance program. All related insurance records and statistics reasonably available to the Board will be made available to the joint committee. This committee shall also be authorized to

- (1) Review and, as necessary, revise any materials concerning the insurance program which are to be distributed to employees
- (2) Determine the limit that should be placed on in-patient psychiatric and substance abuse coverage and include a statement regarding such limit in said materials
- (3) Study a Preferred Provider Organization Plan

C Health and Safety Committee

The Board and the Union shall establish a labor-management health and safety committee. The committee shall be composed of at least three (3) representatives appointed by the Board and ~~eleven (11)~~ *twelve (12)* employees appointed by the Union. Each party shall appoint a co-chair for the committee. The general responsibility for the committee shall be to provide recommendations for a safe and healthful workplace.

D Employee Assistance Program (EAP)

The President of CSEA shall have the right to appoint at least as many members to the committee established to ~~develop~~ *oversee* an Employee Assistance Program (EAP) for all Columbus Public Schools employees as any other employee organization represented. ~~If an EAP is established the committee will oversee the EAP or establish another body which will oversee the EAP.~~

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

ARTICLE 5
CONTINUOUS PERFORMANCE PLEDGE

- 5 1 The members of the Union agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement ~~In the event that the Union violates this provision, they shall be subject to appropriate penalties by the Board, provided, however, that 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~~ *Any dispute as to whether this provision has been violated shall be determined by the State Employment Relations Board (SERB).*
- 5 2 In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of members of the Union except if such "lockout" is a result of the Board's inability to pay which results in the closing of all regular schools In the event the Board determines it is necessary to close all schools in connection with actions of Board employees who are not members of the bargaining unit, school-year employees who are members of the bargaining unit may have their work year adjusted by the Board to accommodate the pupil attendance days in the adjusted school calendar provided no such school-year employee, except as a result of being on an unpaid status, shall have their days of work or their total salary for the school year reduced by such adjusted 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
- 5 3 Any classified employee who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board, provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 6
- 5 4 The Union will make every reasonable effort to prevent or terminate violations of this Pledge

ARTICLE 6
GRIEVANCE PROCEDURE/ARBITRATION

- 6 1 A grievance is defined to be any question or controversy between any employee or the Union with the Board involving
- A The interpretation or application of the provisions of this Agreement,
 - B The effect, reasonableness, or application of any work rule established or enforced by the Board,
 - C The discipline or discharge of any employee

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

6 2 In the event there is a grievance which affects a number of employees or which involves a condition of general concern to the employees, it may be submitted as a grievance at Step 2 by the Union, provided

A The grievance involves employees at more than one work location, or

B The grievance involves employees in more than one department, as listed in Article 7 1 B, assigned to the same work location

6 3 Each grievance shall be processed in the following manner

Step 1 Within ten (10) calendar days after either an employee or the Union has knowledge of the incident which is the subject of the grievance, the employee involved (or the Union, as provided in 6 2 above) will reduce ~~his~~ his/her grievance to writing, on forms to be agreed upon, and will submit it to ~~his~~ his/her immediate superior, who is a supervisor or administrator (In order to preserve ~~his~~ his/her Civil Service appeal rights, a grievant must also complete and submit an appeal form and a copy of the grievance to the Board's Civil Service Office within ten (10) calendar days of such occurrence. The appeal will be held until the appropriate step within the grievance process. Upon notification to the Board's Civil Service Office by the employee or the Union that Step 3 has been reached, the appeal will be activated.) Within five (5) work days after the grievance is submitted, a hearing officer chosen by the Board will discuss the grievance with the employee involved and attempt to resolve it. Within five (5) work days after this discussion, the hearing officer will state ~~his~~ his/her decision in writing, attach it to the grievance form, and provide a complete copy to the grievant.

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

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

exercise or grant jurisdiction, the Union shall have the recourse to the arbitration procedure provided for in Article 6

- 6 4 The failure of the grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal in all cases (except one in which the Municipal Civil Service Commission exercises jurisdiction), and a final disposition of the grievance shall be made on the basis of the last decision given so far as the Board of Education grievance steps are applied
- 6 5 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 work day (span of day for bus drivers) unless, at the discretion of the Board, the Step 1 hearing is held at the assigned work location of the grievant. A representative of the Union may accompany and represent the grievant at all steps of the grievance procedure, and the grievant shall have the right to present witnesses and question such witnesses on the matter of the grievance and shall have the right to present any other relevant evidence in ~~his~~ his/her own behalf. An employee shall not be represented or accompanied by any other representative but an official Union representative at any grievance or arbitration hearing. An employee may represent himself in Step 1 or in Step 2 of this procedure

6 6 Arbitration

- A In the event the Columbus Municipal Civil Service Commission refuses to exercise jurisdiction over a grievance which has been submitted to it or in the event it is finally determined that the Columbus Municipal Civil Service Commission has no jurisdiction over the grievance, the Union may request arbitration. Arbitration must be requested in writing within thirty-five (35) calendar days after receipt of the written answer given by the Superintendent of Schools or ~~his~~ his/her designee under Step 2 of the grievance procedures, or within thirty-five (35) calendar days after receipt of the 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* to submit to them a panel of seven (7) arbitrators from which the Board and the Union shall alternately strike names until one name remains, and this person shall be the arbitrator. *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

interpretation, or application, of this Agreement shall be subject to arbitration as herein provided. ~~General wage scale and other economic issues, as well as the extension, renegotiation or renewal of this Agreement shall not be subject to arbitration except as provided in the Procedures for Negotiations.~~

- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in ~~his~~ *his/her* award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings ~~shall~~ *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.***

6 7 No reprisals of any kind shall be taken by the Board or any member of the Administration against any party filing a grievance or any member of the grievance committee or any other participants in the grievance procedure by reason of such participation.

6 8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 7
SENIORITY

7 1 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the Civil Service laws of the City of Columbus insofar as they affect appointment, promotions, and tenure.

A System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.

B Department *or departmental* seniority shall be defined as the length of employment by an employee in a particular department as computed from the employee's most recent date of entry into such department. For the purposes of this provision, the following departments shall be deemed to exist:

- (1) Custodial
- (2) Truck Driver
- (3) ~~Maintenance~~ *Buildings and Grounds*
- (4) Transportation
- (5) Food Service
- (6) School Clerical and Administrative and other Clerical
- (7) Data Processing
- (8) Instructional Assistants
- (9) Vehicle Maintenance
- (10) Special Education Child Care Attendants and Intervention Aides
- (11) Warehouse Personnel
- (12) *Special Needs Instructional Assistants*
- (13) *Sign Language Transliterator/Interpreter*

C Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job classifications set forth on the salary schedule as published by the Board of Education.

- D Building seniority shall be defined as the length of employment by an employee in a particular building as computed from the employee's most recent date of entry into such building For the purposes of this Agreement, the building at 270 East State Street and its annexes on Fifth and Sixth Streets shall be considered as one building
- 7 2 A There shall be a probationary period of one hundred twenty (120) days or the probationary period established by the Columbus Municipal Civil Service Commission if other than one hundred twenty (120) days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required During such time a new employee shall have no seniority rights, and ~~his~~ his/her qualifications to do the work required, or ~~his~~ his/her discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement Employees retained beyond this probationary period shall have their system seniority computed as of their date of hire, their department seniority computed as of their latest date of entry into the department, their job classification seniority computed as of their latest date of entry into the job classification, and their building seniority computed as of their latest date of entry into the building *Substitute employees hired into bargaining unit positions shall serve the full probationary period and no credit shall be given for time worked as a substitute toward the probationary period.*
- B During the probationary period set forth in 7 2A, employees promoted or laterally reassigned to a classification within the bargaining unit shall have the option of returning to the former classification with no interruption of seniority in the event the Board determines that the performance of the employee is unsatisfactory during such probationary period
- C *Nothing in this Agreement shall prohibit an agreement between the probationary employee, the Union and the Board which would extend the probationary period. Such agreement shall be in writing and shall specify the exact time period by which the probationary period is extended.*
- 7 3 Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement Only regular full-time or regular part-time employees shall accumulate seniority
- 7 4 Employees with system seniority who change departments or change job classification shall not accumulate department seniority or job classification seniority in their new department or job classification during their probationary period as provided in 7 2 A, but shall continue to retain their seniority in their former job classification or department during this period Upon completion of the probationary period as provided in 7 2 A, such employees shall acquire seniority in the new department or job classification dating from their most recent date of entry into such department or job classification and shall no longer retain their former department or former job classification, except as provided in Section 8 7

- 7 5 A Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in Article 7 1
- B Absence from September 1, 1993 forward due to an allowed Worker's Compensation claim shall not result in a reduction in retention points or a break in service for purposes of calculating the employee's eligibility for step increases
- 7 6 When an employee is reassigned to a classified non-bargaining unit position, the employee shall retain the seniority accumulated prior to the reassignment Further, while the employee remains in the non-bargaining unit position, the employee shall, for a period of up to one (1) year, accumulate seniority as if the employee had not left the bargaining unit At the end of that one-year period no further bargaining unit seniority shall accumulate In the event the employee returns to the bargaining unit for any reason, the employee shall be credited with the seniority accumulated prior to the transfer from the bargaining unit plus any seniority accumulated in the non-bargaining unit position up to a maximum of one (1) year
- 7 7 Any member of the bargaining unit who voluntarily resigns shall lose all seniority as provided in Article 7
- 7 8 If an employee is dismissed and the employee is reinstated through a proper appeal, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement
- 7.9 *The Board will provide the Union President with job classification and departmental seniority lists whenever such lists are updated. The Board will meet with the Union should it become necessary to correct errors in the lists.*

ARTICLE 8

JOB VACANCIES/TRANSFERS/ASSIGNMENTS

- 8 1 Appointments and promotions in all classified positions shall be made in accordance with the rules of the Civil Service Commission of the City of Columbus except when the Ohio Revised Code takes precedence

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

When a vacancy is to be filled in a class which is the first level supervisor class above the bargaining unit series and no Civil Service eligible list is available, the Board may either

make a limited provisional appointment of an eligible Board employee of its choice in such a manner as to not permit the provisional Board employee to gain permanent status in the provisional position without a test, or the Board may provisionally appoint the most senior eligible Board employee making application for the position

8 2 A All new bargaining unit Civil Service positions within existing classifications and all original vacancies shall be posted in accordance with the procedures provided in 8 6 through 8 14 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days Employees desiring to have such opening shall submit their bid to the Director of Classified Personnel or ~~his~~ his/her designee as indicated on the posting within three (3) work days of the last day of the posting The Board shall grant such position to the qualified (under Civil Service) person in the appropriate job classification having the greatest job classification seniority

B Posting of Examination Times and Places

The Board shall distribute to each school and work location 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 CSEA shall accept responsibility for designating one bargaining unit member in each location to post such notices and shall identify such member to the administrator in charge 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

C In addition to the specific posting requirements contained elsewhere in this Article, it is agreed that posting of job vacancies and of examination times and places shall be in each of the school buildings Recognizing, however, that situations can result in a notification being misplaced or lost, such notices shall always be posted year around at all operating high schools The posting shall be in the main office of the high schools and at the following locations

17th Avenue Complex	Main Center Office
Starling Street	Duplicating Office
Career Centers	Main Office
Administration Building	Employee Lounge
Neil Avenue	Main Office
Alum Crest	Main Office Bulletin Board
Shepard	Main Office
Vehicle Maintenance,	
17th Avenue	Employee Lounge
Warehouse (Hudson St)	Employee Lounge

8 3 A Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the maintenance department and certified eligibles for Head Custodian I, II, and III shall only be required to be interviewed by the Director of Classified Personnel or ~~his~~ his/her central office designee Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the food service department shall be interviewed by central office food service

administrative staff Nothing in this paragraph is intended to restrict or prohibit the right of the Board to invite such eligibles to visit the work location and discuss the vacant position with the administrator at the work site

- B No administrator or classified supervisor shall be involved in the interview process for the selection of an employee where such potential employee is a relative of the administrator or supervisor
- C All notices from the Civil Service Office of interviews for vacancies shall be sent to employees by U S mail to home addresses or hand-delivered to employees at the job site It is the employee's responsibility to keep an accurate home address on file in the Civil Service Office

8 4 Assignment of Work Location-Permanent Transfer and Bidding Procedure

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

- 8 5 A The CSEA President or ~~his~~ his/her designee shall be furnished, upon request in person, an initial copy of each Civil Service eligible list and shall have the right to update such copy any time during normal working hours
- B The CSEA President shall be furnished with a current copy of the Agreement between the Board and the Municipal Civil Service Commission of the City of Columbus, and such Agreement may be, for reference purposes only, attached to the Agreement between the Board and the Union
- C All new or revised class specifications shall be sent to the CSEA President prior to being submitted to the Civil Service Commission
- D The Board shall provide the President of the Union with a written notification of all transfers of bargaining unit personnel within ten (10) days after the effective dates of such transfers

8 6 Custodial

- A When a vacancy occurs within a building, custodial employees within that building in the requisite classification shall be given an opportunity to make a choice of shifts on the basis of their building seniority
- B After the employees having building seniority have been given their choice of shifts as indicated above, a notice indicating that a permanent job opening exists shall be posted on the bulletin board in each school or building for five (5) days, and a copy shall be sent to the President of the Union Such notice shall indicate the location of the building, the position available and the shift involved

C Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for such job opening by sending a request for transfer on the appropriate form to the Director of Classified Personnel

D The job opening shall be awarded to the applicant with the highest job classification seniority who has filed a request for transfer

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

E After custodial employees in the requisite classification with building seniority have been given an opportunity to choose their shifts, a transfer shall be made by awarding the resulting vacancy to any person in the appropriate job classification who has on file an application for transfer to such location, on the basis of ~~his~~ *his/her* job classification seniority

F After the transfer procedures have been completed, remaining vacancies shall be filled by promotional examination, as applicable, or by appointment under the rules and regulations of the Civil Service Commission

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

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

G The Supervisor, Custodial Services shall clearly communicate to all custodians the procedures for reporting intended absences from work. In no case shall day custodians be required to report such absence more than one and one-half (1 ½) hours prior to their scheduled starting time and night custodians earlier than 12:00 noon on the day of absence

H. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on 10 or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated

sick leave balance equal to five (5) or more days per year of service with the Columbus Public Schools. The position shall be awarded to the applicant with the highest job classification seniority who is not rejected for the reasons described in this section. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.

8 7 Cafeteria

- A A notice indicating that a permanent job opening exists, setting forth the job classification required and the location of the food service facility, shall be posted on the bulletin board in each food service facility for five (5) work days and a copy of said notice shall be sent to the President of the Union
 - B Within three (3) work days after the last day of posting, employees with department seniority in the requisite job classification may apply for said job opening by sending a request for transfer on the appropriate form to the Director of Classified Personnel
 - C The job opening shall be awarded to the applicant having the highest job classification seniority
- After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Subsequent vacancies in work locations shall be filled as follows
- D The Board shall fill such subsequent vacancies by transferring any person with the appropriate job classification who has on file an application for transfer to such location on the basis of job classification seniority
 - E After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth

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

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

- F Extra work on days when lunches are not being provided at the Food Production Center shall be offered on the basis of job classification seniority to employees with the appropriate job classification who are assigned to the Food Production Center
- G Regular employees in the appropriate classification shall be offered overtime or extra time at the Food Production Center before substitutes
- H At the beginning of each school year, all food service satellite managers' territories shall be posted for bid. The territories shall be bid according to job classification seniority beginning with the most senior food service satellite manager. A food service satellite manager who is absent may designate another food service satellite manager to bid in ~~his~~ his/her/ her behalf. The territories shall be retained for the school year with the understanding that occasional temporary assignment to cover vacancies may be required to meet the needs of the school system.

8 8 School Clerical Position

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

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Such subsequent vacancies in work locations shall be filled as follows:
- D The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location.
- E After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.
- F The posting, assignment, and transfer to positions for Account Clerk I shall be processed as provided in A through E above recognizing that adjustments to the cluster may be necessary from time to time.

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

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

G No school clerk shall be required to accept the responsibilities of the school treasurer position.

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

8 9 Administrative Clerical

Any administrative clerical position, exclusive of one (1) secretary to each director or staff position above the level of director, and exclusive of any secretary to the administrator responsible for negotiations and contract relations, to a maximum of three (3) secretaries, shall be handled as follows:

A Permanent Job Opening--A notice indicating that a permanent job opening in the administrative clerical area exists, setting forth the job classification required and the administrative department involved, shall be posted on the bulletin board in the administration department and in the schools for five (5) work days, and a copy of said notice shall be sent to the President of the Union.

B Request for Transfer--Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for said job openings by sending a request for transfer on the appropriate form to the Director of Classified Personnel

C Job Opening Award--The job opening shall be awarded to the applicant having the highest job classification seniority

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

D Subsequent Vacancies--The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location

E After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth

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

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

F An individual employee who is excluded from the bargaining unit as a result of assignment to a position of confidentiality on the effective date of this Agreement, and who subsequently bids on a position within the bargaining unit, shall retain all seniority rights for bidding purposes just as if the employee was not in an excluded position

8 10 Pupil Transportation

- A **Bus Driver Bidding Seniority**--There is one classification for bus drivers (eight-hour bus drivers and five-hour bus drivers are not separate classifications) For bidding purposes, eight-hour bus drivers and five-hour bus drivers shall be divided and shall bid in two separate groups ~~Bidding seniority for eight hour bus drivers shall be defined as the length of employment as an eight hour bus driver as computed from the bus driver's most recent employment as an eight hour bus driver. Bidding seniority for a five hour bus driver shall be defined as the length of employment as computed from the bus driver's most recent employment as a bus driver (regardless of whether that employment is as a five hour bus driver or was as an eight hour bus driver).~~
- B **Annual Route Bidding**—As soon as practicable after August 15 of each school year and prior to the bidding process, all known basic routes and positions available for bidding shall be posted for ~~more than one (1) day~~ **at least two (2) days** at the bidding site. Routes shall be awarded on the basis of ~~job classification~~ **department seniority** and with the following consideration
- (1) Available 65-passenger bus routes shall be posted during the annual route bidding process. 65-passenger bus drivers, except drivers of special education routes, shall have the option of retaining their routes from the preceding year. Retained routes will not be available for bidding, and drivers retaining routes will not take part in the annual route bidding process. A route ~~may~~ **will** be considered for retention provided at least one-half of the trips are continued from the preceding school year. A trip is considered to be continued if it serves the same elementary attendance area as a residential route or if it serves the same discontinuous attendance area, in each case with the same school level of pupils. The three school levels of pupils are elementary (any grades involving one through five), middle school and high school. A M and P M trips are counted individually. In the event of a tie and both drivers elect retention, the more senior driver shall retain the route. In order to provide all possible fairness to the annual route bidding process, in recognition of the complexity of the routes and the potential number of changes, and in recognition of the impossibility of anticipating all of the possible circumstances and questions that may arise, the Board will administer the annual route bidding process as follows

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

- (2) Lift bus drivers shall have the option of retaining their lift bus positions from the preceding year provided the position continues. Lift bus drivers shall have the opportunity to elect such retention prior to the annual route bidding process.

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

(a) *School bus child care attendants will bid after the lift bus drivers bid. Such positions shall be awarded on the basis of job classification seniority. The Board shall have the right to reassign attendants to or from routes if an attendant is no longer needed on a particular route, or if the attendant, driver, or students do not function well together.*

(3) Available Route Specialist (*bid unassigned driver*) positions shall be posted during the annual route bidding process. The number of Route Specialist positions to be posted will be determined by the Board. Route Specialists shall have the option of retaining their Route Specialist position from the preceding year, provided the position continues.

(4) Available unassigned driver positions, on a system-wide basis, shall be posted during the annual route bidding process. The number of unassigned driver positions to be posted will be determined by the Board. Following the annual route bidding process unassigned drivers will bid compound location by seniority. When it is necessary to relocate an unassigned driver from one compound to another, the reassignment shall be offered to all unassigned drivers at that compound on the basis of seniority before the least senior unassigned driver is reassigned. Unassigned bus driver positions secured by bid during the annual route bidding process may be retained. Such retention retains only the position and not the compound location, and, in no way restricts the Board's right to determine the number of unassigned driver positions available to retain, bid, or assign. If there are fewer retainable routes posted than there are drivers who drove unassigned routes the prior school year, the routes shall be retainable by the most senior eligible drivers in accordance with bidding seniority. *Bid Unassigned bus drivers will continue to be paid the Route Specialist premium while in unassigned status.*

(5) Available routes for drivers of 35-passenger buses and other special education routes shall be posted during the annual route bidding process. The routes for 35-passenger buses and other special education routes are not retainable from year to year.

Effective for the annual route bidding process for the 1994-95 school year, special education routes will be bid as determined in Section 8 10 N below

(a) *School bus intervention aides will bid after the 35-passenger bus drivers. Such positions shall be awarded on the basis of job classification seniority. The Board shall have the right to reassign aides to or from routes if an aide is no longer needed on a particular route, or if the aide, driver, or students do not function well together.*

- (6) Each posted route and position shall include a five-hour or eight-hour designation and the compound location. The required size of the bus shall also be indicated. Eight-hour drivers shall be eligible to bid only on full-time routes, and five-hour drivers shall be eligible to bid only on part-time routes.
- (7) Drivers electing to retain their routes and/or positions from the preceding year shall make their election prior to the day of the annual route bidding process. Election shall be made on a form provided by the Board.
- (8) Except as provided elsewhere in this Agreement, drivers shall retain their assigned buses. Drivers bidding on a route requiring a bus different in size from their assigned bus shall give up their assigned bus and be assigned a bus for the new route.
- (9) Bus drivers involved in the various route bidding processes do not have the right to pass when it is their turn to bid.
- (10)
 - (a) Initial vacancies occurring and new routes created after the annual route bidding process and prior to March 1 shall be posted at each compound for bidding. Drivers shall have three (3) days in which to sign the bid sheets and such routes shall be awarded on the basis of ~~job classification~~ *departmental* seniority. Successful bidders shall not be eligible to bid again until the following school year.
 - (b) In general, vacant routes which were not bid or did not qualify for posting under paragraph (a) above will be filled by appointment of new or unassigned drivers. Such routes will not be eligible for retention the following school year unless the route was posted and not bid. When a vacant route is to be assigned to an unassigned driver, it shall be first offered to all unassigned drivers at that compound on the basis of *departmental* seniority before being assigned, if necessary, to the least senior unassigned driver at that compound.
 - (c) A driver on an approved leave of absence shall retain ~~his~~ *his/her* route or position during the leave period if return from leave occurs prior to the annual route bidding process and such driver has provided written notification to the Director of Classified Personnel of ~~his~~ *his/her* intention to return to duty. Such notification must be provided prior to July 15 immediately preceding the route bidding process. A driver providing such

notification to return by July 15 who does not actually return or who goes on another approved leave of absence prior to the end of the calendar year shall not have the right to retain ~~his~~ his/her route or position

- (d) By mutual agreement of a driver and the Board, a driver may be reassigned to a vacant route or position, but such route or position may not be retained by the driver the following school year unless the route or position was posted and not bid

C Mid-Day Trips -- On or prior to the first student attendance day, eight-hour drivers of 65-passenger busses shall have the opportunity to bid on the mid-day route positions at their assigned compound. Such positions shall be awarded on the basis of ~~job classification~~ *departmental* seniority. Unbid positions shall be assigned to the least senior drivers eligible to bid. ~~The specific routes will be assigned to the drivers at the discretion of the Board after giving consideration to the seniority and preferences expressed by drivers, the time and location of the driver's basic route, and the efficiencies available to the Board.~~ Mid-day trips include but are not limited to mid-day pre-school trips and mid-day special education kindergarten trips. Mid-day career center segments will continue to be attached to *the* AM ~~and or~~ PM career center segments. Only eight-hour drivers will be eligible to bid such career center routes. Eight-hour drivers of 65-passenger buses with a bid mid-day trip may not concurrently be on the mid-day field trip list.

D ~~Activity~~ *Middle School Athletic* Trips -- ~~An activity~~ *A Middle School Athletic* trip is defined as a trip providing after-school transportation for students involved in school activities ~~and is added to a driver's route and becomes a part of a driver's scheduled day.~~ *Activity Middle School Athletic* trips which are to be made available to bus drivers shall be administered as follows

- (1) ~~Activity~~ *Middle School Athletic* trips shall be designated by compound and made available to eligible drivers at the compound

~~(2) Eligible drivers shall be eight hour, 65 passenger bus drivers whose last trip has an ending time and location which accommodates the activity trip time schedule and location.~~

- (2) *Middle School Athletic trips for the fall shall be bid following the annual route bidding process and prior to the first day of school. Middle School Athletic trips for winter shall be bid in late October, and Middle School Athletic trips for the spring shall be bid in late February. The Board will designate which routes qualify for bidding on the Middle*

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

~~(3) Activity trips for the fall shall be bid following the annual route bidding process and prior to the first day of school. Activity trips for the winter shall be bid in late October, and activity trips for the spring shall be bid in late February. The activity trips assigned to each compound shall be posted in the appropriate compound for at least three (3) days prior to the bidding process. Activity trips for which there is no bid shall first be offered on a seniority basis to all drivers (5 hour and 8 hour) at the compound whose ending time and location will accommodate the activity trip and shall next be offered to all drivers (5 hour and 8 hour) whose ending time and location will accommodate the activity trip at any other compound which the Board determines can reasonably accommodate the activity trip. In the event there are no bidders, the activity trip will be assigned at the original compound to the junior driver eligible under Paragraph (2) above.~~

~~(4)(3) Activity Middle School Athletic trips shall be awarded to eligible drivers on the basis of job classification department seniority~~

E Proxy Bidding--Bus drivers, *school bus child care attendants or school bus intervention aides* who cannot be present, unless the reason for absence is unapproved (AWOL), may cause their bid to be exercised by the Local President or ~~his~~ *his/her* official representative in connection with any bidding processes. All proxy bids must be in writing. Any driver, *school bus child care attendant or school bus intervention aide* who is absent during the bidding shall not have the right to redress actions in the bidding process by the Union or the Board.

F Other Mid-Day Work--Each year, on or prior to September 30 a list of drivers to perform mid-day work will be constructed at each compound. Drivers shall be eligible for mid-day work provided their route schedule permits them to be available at the appropriate time. All eligible drivers at the compound may elect to be on the list. Available mid-day work shall be assigned on a daily basis to the following drivers in the order listed below:

(1) Eight-hour drivers without a mid-day route segment or other assigned mid-day responsibility

~~(2) Five hour drivers who were eight hour drivers prior to the layoffs that occurred during the 1991-92 and 1992-93 school years and who elect to be on the mid-day work list. Such drivers shall be offered, on a daily~~

~~basis, available mid-day work at their assigned compound in the inverse order of layoff. If both mid-day work due to the absence of an eight-hour driver and other mid-day work are available at the time of the assignment, such driver will be assigned the mid-day work of the absent eight-hour driver.~~

- (3) (2) All other Five-hour drivers who elect to be on the mid-day work list, on a continuous rotation

~~In the event more drivers are needed than the number electing, drivers will be assigned on a rotating basis beginning with the least senior eligible driver. The parties recognize that the assignment of specific trips to drivers on the mid-day work list shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and location of trips. A concerted effort will be made by the Board to insure that the number of trips during the school year assigned to each driver in category (3) above will be approximately equal in number. Drivers will normally be notified of field trip assignments during the preceding week, recognizing that special circumstances will require an occasional same-day assignment. HAB drivers are not eligible for mid-day work.~~

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

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

- (1) Trips shall be awarded on the basis of department seniority. A continuous rotation of drivers electing such trips shall be utilized. The parties recognize that the assignment of specific trips shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and locations of the trips

- (2) New drivers shall not be eligible for mid-day work or extra pay trips during the school year in which they are initially employed as a bus driver *except if a driver is hired after the beginning of the second semester, that driver shall not be eligible for mid day work or extra pay trips until the driver has completed the next full school year*
- (3) Drivers absent any part of the day of the trip, or of the last work day preceding a trip on a non-work day, shall lose their turn for that rotation Drivers who refuse to drive a trip after it has been assigned shall lose that turn and the next turn unless it was assigned on the same day as the trip, in such an event drivers shall lose their turn for that rotation, only
- (4) Pay shall be at the overtime rate for the driver of the trip Time of the trip shall be calculated from the established compound departure time or from the end of the driver's scheduled work day, whichever is later, until the established compound return time Pay for trips occurring on non-scheduled work days shall be for a minimum of three (3) hours Drivers transporting a football team in uniform shall be paid one (1) additional hour for cleaning the bus after returning to the compound
- (5) The two segments of a regularly scheduled private school route during the school year and on days in which the Columbus Public Schools are not in session shall be combined to calculate the time of the trip, with the minimum being five (5) hours Trips shall be awarded on a daily basis Such trips shall not be extra-pay trips if assigned to drivers on scheduled work days

H Mid-day field trips will not be driven by emergency, temporary, or substitute bus drivers or outside contractors provided they occur at the usual mid-day field trip time and provided there are Columbus Public School bus drivers available at the appropriate location *The parties recognize that the normal procedure is for trip requests to be made through the Department of Transportation* Administrative personnel will be advised to call the Department of Transportation for field trip buses rather than outside contractors Any individual teacher or administrator who arranges for a field trip bus from an outside contractor will be directed to follow the proper procedures in the future

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

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

- (1) New buses shall be offered on the basis of the ~~job classification~~ *departmental* seniority lists at the time the new buses are offered Lift buses, 35-passenger buses, and 65-passenger buses shall be offered to bus drivers who are assigned the appropriate type of bus at the time the offer is made
- (2) ~~Effective August, 1990, n~~ New bus offers will begin with the bus driver of the appropriate type of bus who is the most senior bus driver on the ~~job classification~~ *departmental seniority* list As new buses are available, offers shall be made to bus drivers by continuing down the list until reaching the most junior bus driver and then by beginning at the top of the list with the most senior bus driver *When receiving a newer used bus, the driver will not be taken out of the new bus rotation.*
- (3) New buses refused by all drivers and buses released as a result of drivers receiving new buses shall be reassigned at the discretion of the Board, so long as no driver shall be required to accept a reassigned bus that is older than the assigned bus ~~he~~ *he/she* is driving unless the older bus has less mileage than ~~his~~ *his/her* assigned bus
- (4) In order to balance mileage of buses of a similar age, but in excess of three (3) years, or to remove a bus having extraordinary maintenance requirements, the Board may reassign a bus to a driver, so long as the reassigned bus is not older than the previously assigned bus and provided a written explanation for the change is furnished the driver

J Summer Job Assignments

- (1) Known summer job assignments determined by the Board shall be offered to twelve-month drivers Such assignments shall be awarded to eligible drivers on the basis of ~~job classification~~ *departmental* seniority Prior to bidding drivers may elect to retain their assignment from the previous summer ~~Twelve month drivers may not elect summer job assignments which are not scheduled to last all summer~~
 - (a) *Drivers working as a mechanic helper may be required to work the same schedule as vehicle maintenance mechanics (five [5] eight- hour days or four [4] ten hour days), when not being utilized as a driver.*

- (2) In the event there are remaining assignments for bus drivers, school-year drivers will be given the opportunity to sign up for such assignments. Eight hour assignments will be awarded *first* to eight hour bus drivers on the basis of ~~job classification~~ *department* seniority. Five hour jobs *assignments* shall be awarded to five and eight-hour drivers on the basis of department seniority.
- (3) The rate of pay for such summer assignments shall be based on the bus driver's range during the school year.
- (4) During the term of this Agreement, Columbus Public Schools' pupils being transported by school bus for Columbus Public Schools summer programs at Board expense shall be transported on Board-owned buses driven by *qualified* Board employees.

K A bus driver may request the removal of an accident report and any resulting disciplinary personnel action from ~~his~~ *his/her* personnel file after three ~~(3)~~ years of driving without an accident and without *receiving* any other *related* disciplinary personnel action during the most recent three (3) years. Such a request shall be honored provided such accident report was not in connection with an preventable accident involving personal injury or damage in excess of ~~\$750~~ *fifteen hundred dollars (\$1500)*. *The removed materials shall be placed in separate administrative file and may not be used against an employee to support further disciplinary action or to deny any pay increase to that employee.*

L A bus driver who believes that ~~his~~ *his/her* assigned duties require ~~him~~ *him/her* to violate a local, state, or federal law or lawful regulation shall report the relevant circumstances in writing ~~on a form provided by the Board~~ to ~~his~~ *his/her* immediate supervisor. The supervisor shall provide a copy of such report to the Executive Director of Transportation within one (1) work day. Any dispute as to the merits of the bus driver's claim shall not be subject to the grievance procedure.

M Intervention aides who ride buses and child care attendants who ride buses shall be granted an opportunity to bid routes on the same basis as bus drivers. Such bidding shall occur following the annual route bidding process for bus drivers. Vacant routes available to intervention aides and child care attendants during the school year shall also be offered on the same basis as such routes are offered to bus drivers. Intervention aides and child care attendants shall have access to the results of the bus driver bid on the routes posted for intervention aides and child care attendants to bid, prior to the time they are required to bid.

N Board-Trained Special Education ~~Bus Drivers~~ *Transportation Department Employees*

~~During the 1993-94 school year a~~ An in service program for bus drivers *employees* to become Board-trained special education bus drivers *school bus child care attendants, and school bus intervention aides* shall be developed and offered to all bus drivers, *school bus child care attendants, and school bus intervention aides*. Drivers, *school bus child care attendants, and school bus intervention aides* will be paid the inservice hourly rate of pay (~~currently \$6.00/hour~~) *established elsewhere in this Agreement* for attendance at any inservice that occurs during a time a driver, *school bus child care attendants, and school bus intervention aides* would not regularly be paid. A joint committee of an equal number of bus drivers appointed by the President of CSEA and administrators/supervisors appointed by the Superintendent shall develop this inservice program and determine the criteria which must be met to become a Board-trained special education bus driver. Route specialists and unassigned drivers shall be required to take the special education training. Effective for the annual route bidding process for the 1994-95 school year ~~o~~ Only Board-trained special education drivers, *school bus child care attendants, and school bus intervention aides* shall be eligible to bid on special education routes provided, however, that if there are more special education routes available than individuals who meet the criteria and who are Board-trained, then individuals who are not Board-trained may bid on special education routes in their respective classifications.

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

- O During the term of this Agreement, the Board shall employ no less than seventy (70) eight-hour bus drivers. When eight-hour bus driver positions within that number become vacant, five-hour bus drivers who were eight-hour bus drivers prior to the layoffs that occurred in the 1991-92 and 1992-93 school years shall be offered such vacant positions in the inverse order of their layoff. Once all of those laid off bus drivers have either filled or declined vacant eight-hour bus driver positions, five-hour bus drivers in accordance with their department seniority shall be offered any vacant eight-hour bus driver positions within the above number. During the term of this Agreement, there shall be no layoff of eight-hour bus drivers or abolishment of eight-hour bus driver positions for any reason.
- P. *During the term of this Agreement the Board may establish a classification entitled "Bus Driver Trainee" which classification will not be part of the bargaining unit. No person may be a Bus Driver Trainee for longer than ninety (90) calendar days. Bus driver trainees may drive to transport students only when a regular driver is on the bus, and will not be used to displace regular employees of the transportation department.*

8 11 Vehicle Maintenance

- A When a permanent vacancy occurs within the classifications listed below, eligible employees in the classification shall have the opportunity to request such vacancy in writing to the Vehicle Maintenance Supervisor. The vacancy will remain open for requests for five (5) work days. The employee who possesses the most classification seniority shall be awarded the assignment.
- B The resulting vacancies will be filled as follows
- (1) A transfer may be made by awarding the resulting vacancy to a person in the appropriate classification who has on file with the Vehicle Maintenance Supervisor, a transfer request to such location and/or shift.
 - (2) The employee may request, in writing, up to three (3) locations and/or shift assignments, with the Vehicle Maintenance Supervisor as a part of the transfer process.
 - (3) Transfer requests may be made at anytime during the year, but all requests will expire on December 31 of each year.
- C No transferred employee may submit a job request or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was the result of the closing of the work location.

D The following classifications are subject to the above procedures

Bus Mechanic I
Bus Mechanic II
~~Automotive Body Mechanic~~
~~Automotive Tire Repair Worker~~
Automotive Service Worker II
Automotive Parts Clerk

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

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

F Effective January 1, 1994, the Board shall provide insurance coverage for replacement value of personal tools and tool boxes as defined in 8 11E above. Such insurance shall pay a maximum of \$10,000 with a \$250 per claim deductible for theft of tools while in a vehicle maintenance shop. Any claim of theft must be substantiated by a police report confirming that breaking and entering did occur. Mysterious or unexplainable disappearance or loss would not be covered. A tool inventory will be prepared by the employee and designated supervisor by December 31, 1993 for each employee covered by this insurance. Only tools and tool boxes on this inventory shall be covered and it is the sole responsibility of the employee to update the inventory as necessary. A vehicle maintenance supervisor may verify the accuracy of the inventory by checking tool sets at any time.

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

8 12 Truck Drivers

A Route Bidding

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

B Route Vacancies

- (1) Permanent route vacancies occurring after Labor Day shall be posted in the truck driver work locations for five (5) work days
- (2) During the posting period truck drivers may bid on the posted vacancy by submitting a written request for such vacancy to the Director of Classified Personnel
- (3) The vacant route shall be awarded to the applicant with the highest job classification seniority

C Truck Inspection

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

D Available Work

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

E. Distribution of New Trucks

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

F. Truck Driver In-Service

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

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

8 13 Warehouse Personnel (Warehouse Workers, Storekeepers, Receiving Clerks)

Bidding Procedure

- (1) Permanent Job Opening--A notice indicating a permanent job opening in the Warehouse Personnel Department exists setting forth the job classification required and the location involved shall be posted on all warehouse facility bulletin boards and in the personnel offices for five (5) work days
- (2) During such five (5) days, warehouse personnel with the requisite job classification may apply for such vacancy by sending a written request for transfer to a different location to the Director of Classified Personnel
- (3) The job opening shall be awarded to the applicant having the highest requisite job classification seniority who has filed a request for transfer After the vacancy has been filled by transfer under the above procedure,

the Board shall not be required to post further job vacancies resulting from such transfer

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

8 14 Instructional Assistants (Employed under R C 3319 088)

- A Not later than May 1 of each year, the Director, Classified Personnel shall prepare a list of all known vacancies in instructional assistants' positions for the following year. Copies of this list will be posted in each school.
- B Instructional assistants to be considered for such vacancies shall apply to the Director, Classified Personnel ~~not later than May 15 or~~ *designee within the time announced on the posting*
- C The Board shall consider job classification seniority as one of the determining factors in selecting among the applicants whose qualifications are relatively equal.
- D Instructional assistants shall be notified of their school assignment for the next school year no later than their last assigned work day in June. Such notification shall not be a guarantee of reemployment for the following school year if layoff is in accordance with law or this Agreement. *An instructional assistant may only be removed for cause or laid off for lack of work, lack of funds, or abolishment of position. If not laid off, all instructional assistants shall be given the option to retain their current assignment each school year if the instructional assistant receives a satisfactory evaluation. The evaluation shall be conducted no later than May 1. The Board will notify an Instructional Assistant who is not to return the next school year as soon as possible. If it becomes necessary to lay off instructional assistants, the instructional assistant with the least system seniority in the particular grouping of instructional assistants, in a given building or program, will be laid off.*

An instructional assistant laid off (originally or a result of a bump) will have an opportunity to bump an instructional assistant in the same grouping who has less system seniority. The layoff should be accomplished using a "paper layoff" in order to minimize disruption in accordance with procedures agreed upon by the Board and Union. Displaced persons must bump to the position that will provide the minimum disruption (first to a vacancy and then to the least senior to be bumped within the job grouping). If the laid off employee has no opportunity to a bump to a position within the employee's job grouping, the laid off employee shall be able to bump first to a vacancy, then the least senior employee in any job grouping within the family in which the laid off employee's grouping is located, and then to a job grouping the employee previously was employed in within the last five (5) years, provided the laid off employee has more seniority than the least senior employee.

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

- E Instructional assistants who return to an assignment in September as a result of notification in accordance with D above and who are reduced in hours at the beginning of the school year as a result of a reduction in hours in that location, and instructional assistants whose hours are reduced after the beginning of the school year will be furnished a list of known instructional assistant position vacancies during the first week of school or at the time after September when the reduction in hours occurs and such instructional assistants will be given an opportunity to apply for such vacancies. Vacancies shall be awarded on the basis of system seniority to the senior instructional assistant applying.
- F Whenever there is a new classification of instructional assistant established, notice of such classification shall be distributed in accordance with the procedures provided in 8 2 A. In awarding the position, the Board shall give the position to the qualified instructional assistant when selecting among applicants whose qualifications are relatively equal.
- G In the event there is an increase or decrease in the authorized hours for instructional assistants in a school, such increase or decrease will be first offered to existing instructional assistants on the basis of system seniority except where the principal determines that such seniority approach will detract from the school program.
- H Title I and DPPF instructional assistants shall not be required to perform duties related to the general supervision of pupils (playgrounds, lunchrooms, hallways, and restrooms) in excess of the percentage of time permitted by lawful regulations of the funding agency. (The current limitation is 10 percent, and the limitation provided in this section shall be automatically adjusted with changes in such limitation.)
- I Instructional assistants shall not be required to work playground duty when the severity of weather conditions is such that, as determined by the principal, teachers would not be required to work playground duty.
- J In the event the Board determines that it is necessary to reduce the number of hours for existing instructional assistants or to layoff instructional assistants, Board representatives will first discuss the matter with Union representatives in an effort to determine the most constructive approach and to minimize the negative impact on instructional assistants.
- K After the beginning of the school year when an original seven (7) hour instructional assistant job opening occurs and is to be filled, a notice indicating the location and general duties will be distributed to all instructional assistants school locations. This notice will also identify the administrator to be contacted concerning the vacancy. ***Instructional assistants will not be permitted to bid on or change to other instructional assistant positions after October 15 until the end of the current school year without agreement of the sending supervisor, the***

receiving supervisor, the program administrator (if appropriate) and the Director of Classified Personnel.

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

<u><i>Families</i></u>	<u><i>Groupings</i></u>
<i>Family 1</i>	<i>Media Aides Library Learning Center</i>
<i>Family 2</i>	<i>Peak General Fund Grade Level Assistants</i>

Family 3

**Kindergarten
Title I**

Family 4

**Bi-Lingual
ESL**

Family 5

**Multiple Disabilities
Special Needs Assistants
Special Needs Assistants-Pre School
Parent Mentor
Other Specialized Aides**

8 15 Child Care Attendants/Intervention Aides

When a vacancy for a child care attendant or an intervention aide is to be filled, a notice indicating that a job opening exists shall be distributed to each school or building. Such notice shall indicate the location and position available. Employees with the requisite job classification may apply for such vacancy by sending a request to the Director of Classified Personnel.

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

8 16 Nothing in the foregoing procedure for filling job vacancies shall detract from the right of the Board to temporarily fill job vacancies, without regard to seniority, until such time as a permanent replacement is secured through application of the appropriate procedures set forth in Sections 8 6 through 8 14.

8 17 Within twenty (20) work days of notification of a promotion, an employee will be placed in the promotional position, except when an effective date for the position has been established in the certification letter, in which case the employee will be placed in the promotional position within ten (10) work days of the established date.

8 18 It shall be the policy of the Board of Education that consideration be given to members of the bargaining unit prior to consideration of other applicants when filling positions at the Board of Education that do not require a teaching certificate, in the event such position does not fall within the bargaining unit. The Board shall notify the President of ~~the~~ he/she CSEA of any such vacancy in existing positions and of any such new positions established.

- 8.19 Posting and filling of permanent positions in the classifications of Custodial, Instructional Assistants, Secretarial and Clerical shall be done between April 1 and August 15. Positions filled after August 16 shall be temporary appointments. The vacancy shall be posted on or about April 1 of the next year and filled consistent with civil services rules and this Agreement.**

ARTICLE 9
HOURS OF WORK AND OVERTIME

- 9 1 The normal schedule of hours for all regular full-time employees shall consist of eight (8) hours of work five (5) days per week, except where there is a seven (7) day operation made necessary by the nature of the work. If the work week for any position is normally five (5) days, work performed on Saturday or Sunday, as a part of said work week, shall be paid at one and one-half (1 1/2) times
- 9 2 The normal schedule of hours for regular part-time employees shall consist of two, three, four, five, six, or seven consecutive hours of work, five (5) days per week. The parties recognize that there are some employees in the school system who are assigned a split shift. *All Food Service employees shall be guaranteed a minimum of three (3) hours per day.*
- 9 3 The Board will pay overtime at the rate of one and one-half (1 1/2) regular hourly rate for all hours worked in excess of eight (8) hours on any day or for all hours over forty (40) in any week. All overtime work must be authorized by the Associate Superintendent, Management Services. An employee shall receive ~~his~~ his/her regular straight-time hourly rate for all hours worked in excess of ~~his~~ his/her regularly scheduled hours up to eight (8) in any day or forty (40) in any week.
- 9 4 Tardiness of less than fifteen (15) minutes for a scheduled shift shall not be the basis for denying an employee the right to work the remainder of the shift. Nothing in this provision shall limit the right of the Board to discipline an employee for tardiness of less than fifteen (15) minutes, and denial of the right to work for tardiness in excess of fifteen (15) minutes shall not limit the right of the Board to take other disciplinary action in connection with such tardiness. The decision to deny an employee who is fifteen (15) or more minutes late the right to work the remainder of the shift shall be at the discretion of the Board. In general, denial of the right to work the remainder of the shift will be based on other arrangements having already been initiated, on the previous attendance record of the employee, or the degree of tardiness.
- 9 5 Notwithstanding the provisions of 9 1 and 9 3, the overtime rate shall not be applied to hours worked in excess of eight (8) in a given day or to hours worked on Saturday or Sunday, provided such hours worked are a part of an established regular work schedule voluntarily accepted by the employee. The overtime rate shall apply to hours worked in excess of forty (40) in any week.

9 6 There shall be no pyramiding or duplication of overtime pay Where two overtime or premium rates are applicable, only one shall be paid

9 7 A When a head custodian is required to make an elementary school building check on a day when ~~he~~ he/she is not regularly scheduled to work, said employee shall be paid a minimum of one (1) hour at the rate of time and one-half ~~his~~ his/her regular pay When a head custodian is required to make a middle or high school building check on a day when ~~he~~ he/she is not regularly scheduled to work, said employee shall be paid a minimum of one and one-half (1 1/2) hours at the rate of time and one-half ~~his~~ his/her regular pay In the event the head custodian is unable to make a required building check it is the head custodian's responsibility to designate another custodian at that building to make the building check The Board will follow the same procedure at Kingswood as at elementary schools in the district regarding building checks by custodians

B Custodian overtime at a work location shall be offered to all custodial and head custodial, including head operating, personnel on a rotation basis beginning with the most senior based on job classification seniority Exceptions to this policy may be made for the following reasons

- (1) When overtime duties to be performed require the presence of the head custodian (head operating employee)
- (2) When the need for assigned overtime is identified with less than twenty-four (24) hours' advance notice
- (3) When the overtime requires performance of a duty which is not practical for a Custodian I, the Custodian I may be passed but will again be placed on the rotation list for the next available overtime that is consistent with Custodian I duties
- (4) Building check is not included for purposes of overtime rotations

Because of the wide variance in advance notice, some overtime may be offered or assigned well in advance, while other overtime may be offered or assigned on relatively short notice Each head custodian, in consultation with and at the direction of the building administrator, may develop the procedures most suitable to a given work location Such procedures may include offering known overtime at a predetermined time each week or each month or some combination of the two approaches or some other suitable approach Personnel who are absent on the date the overtime is offered or absent on the day the overtime is worked shall lose that turn A custodian, head custodian, or head operating employee may be removed from the overtime rotation as a result of formal discipline action related to overtime duties When a custodian refuses three (3) consecutive overtime opportunities in one school year, ~~he~~ he/she shall be dropped from the overtime rotation list for the remainder of the year

9 8 A Food service workers who are regularly assigned extended service shall have their regularly scheduled work day increased in a similar manner Specifically, when such an employee is assigned extended service in excess of 30 minutes for the

majority of the work days in a full pay period for two consecutive pay periods, effective the first paid day of the next pay period the employee's regularly scheduled work day shall be increased by the average number of extended hours during the two previous pay periods. This provision does not apply to food service workers during the first two full pay periods of the school year and does not apply to temporary extended service assigned as a result of the absence of another employee in the same work location.

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

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

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

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

In cases when a secretary is unable to reach the building principal, and has called the office of Classified Personnel, and there is no other staff person available or willing to remain with a child at the school, that secretary shall be compensated for the time she/he he/she remained at the work site beyond the regular work day at the secretary's regular hourly rate unless such time would make the secretary eligible for overtime compensation in which event the secretary will receive overtime compensation. The secretary required to work beyond the regular work day shall receive a minimum of one-half hour for each such occurrence. (It should be noted that the responsibility for remaining with the child rests with the classroom teacher in the majority of cases.)

- B (1) In the event a school clerical position exists for a secondary summer school program, the position will first be offered to the school secretary assigned to the location during the school year. The position will next be offered to the school secretary who held the position in the available location the previous summer. The position will next be offered to other school secretaries and awarded on the basis of department seniority. School secretaries in secondary summer school programs shall be paid their existing hourly rate of pay.
- (2) In the event a summer school helper position exists for an elementary summer school program, the position will first be offered to the school secretary assigned to the location during the school year. The position will next be offered to the school secretary who held the position in the available location the previous summer. The position will next be offered to other school secretaries on the basis of department seniority. The position will next be offered to instructional assistants, first on the basis of assignment in the position at the location the previous summer and next on the basis of department seniority. School secretaries in elementary summer school helper positions shall be paid at their regular hourly rate. Instructional assistants in summer school helper positions shall be paid their existing hourly rate of pay as an instructional assistant.
- (3) By April 15 of each year, the Director of Classified Personnel shall distribute a form to all work locations. This form shall be for secretaries and instructional assistants to indicate their desire for summer positions. The Director of Classified Personnel shall then proceed to award the available positions on the basis of the desires indicated on such form and in compliance with the provisions of A and B above.

9 10 During the term of this Agreement, the overtime rate shall be paid to bus drivers, child care attendants who ride a bus, and intervention aides who ride a bus, for time in excess of eight (8) hours of work or in excess of a ten (10) hour span, whichever computation produces the greater overtime. There shall be no more than two (2) segments used to compute a bus employee's work day.

9 11 A Overtime

- (1) School-year overtime shall be offered to all truck drivers on a rotation basis. The initial rotation shall begin with the most senior driver on the basis of job classification seniority. Sign-up lists for weekday and weekend overtime shall be posted for at least two (2) work days at truck driver work locations (currently 737 East Hudson, ~~17th Avenue~~, and Food Production Center), through the Wednesday prior to the overtime period or through the third work day prior to an extended weekend. *The Board will administer the overtime roster in such a way as to be fair and equitable in the assignment of overtime.*
- (2) All new drivers are excluded from overtime the first time around.

- (3) Any driver who is absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn
- (4) It is recognized by the parties that some overtime will occur in connection with various routes and such overtime will not be bid. It is further recognized by the parties that overtime bidding may not be practicable when the need for overtime is not known at least twenty-four (24) hours in advance
- (5) A truck driver may be removed from the overtime rotation as a result of formal discipline action related to overtime duties
- (6) Truck drivers will be offered available overtime work in the truck driver department before other employees are offered such work

B Summer Work

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

9 12 Overtime (known at least 24 hours in advance)

- (1) Warehouse personnel shall be offered overtime and extra time in the appropriate classification on a rotating basis beginning initially with the most senior warehouse personnel on a job classification basis at the site where the employee is regularly assigned
- (2) Any warehouse personnel absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn
- (3) Any warehouse personnel may be removed from the overtime rotation as a result of formal discipline action related to overtime duties
- (4) *It is recognized by the parties that some overtime will occur in connection with various routes and such overtime will not be bid. It is further recognized by the parties that overtime bidding may not be practicable when the need for overtime is not known at least twenty-four hours in advance.*

9 13 A Maintenance Department (may include Engineering Services personnel) or Vehicle Maintenance Department employee required to work overtime may, at the employee's option, elect to receive compensatory time in lieu of paid overtime for up to one-half (½) of all overtime worked by that employee. Compensatory time shall be credited on the basis of one and one-half (1 ½) hour for each hour of overtime worked by the employee. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of forty (40) hours. Whenever the employee desires to take time off earned on the basis of compensatory time, the employee shall submit a request to the employee's supervisor. The supervisor may not unreasonably deny the employee's request to use accrued compensatory time. Except in emergency situations, an employee shall submit a request

to use compensatory time a minimum of three (3) work days in advance of the time desired off unless the supervisor agrees to lesser notice. After an employee has used any or all of the employee's accumulated compensatory time, the employee may accumulate additional compensatory time up to the forty (40) hour maximum. If the employee's request to use compensatory time is denied, the employee shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the rate in effect at the time of payment.

- 9 14 Data Processing Computer Employees periodically assigned on-call responsibility and system check responsibility during periods of non-production (generally weekends and holidays) will be paid a minimum of two hours pay for each such assigned day. The rate of such pay, and pay for hours actually worked in excess of two, shall be in accordance with the Board/OAPSE Agreement. Such periodic assignments shall normally be rotated among Computer Operator I's and Computer Operator II's and such employees shall normally be furnished with a pager during such on-call assignment.
- 9 15 A Employees working a scheduled day of seven (7) or more hours shall be provided two (2) fifteen-minute breaks, one of which shall occur during the first half and one of which shall occur during the last half of the work day. Employees working a scheduled day of four (4) or more hours shall be provided one (1) fifteen-minute break. The break(s) may be scheduled by the responsible supervisor and may not be used to adjust the employee's scheduled work day. For food service personnel, the breaks provided in this provision shall be ~~ten~~ **fifteen**-minute breaks.
- B ~~Employees shall be permitted to smoke on school grounds (excluding facilities, seating areas of stadium and Board owned or leased vehicles). If specific areas on school grounds are designated as smoking areas, such areas shall be reasonably accessible to employees to allow utilization of the smoking areas during breaks provided elsewhere in this Agreement. Any policy regarding smoking adopted by the Board of Education shall be applied uniformly to all CPS employees.~~
- 9 16 Cafeteria employees scheduled to work four (4) hours or less shall not be required to take a one-half hour lunch break during said four (4) hours or less scheduled hours, provided, however, employees working four (4) hour schedules will be permitted to take a ~~ten~~ **fifteen**-minute break during such four (4) hour period.
- 9 17 Any employee assigned to work in a higher job classification shall be paid, from the first day of such assignment, at the rate for the higher job classification, provided such assignment is for more than five (5) consecutive work days or the employee does work five (5) consecutive work days or longer in the higher job classification. The rate of pay shall be determined by application of the provisions of Article 20 of this Agreement. If a holiday(s) for which the employee would normally be paid falls during the assignment, the employee shall be paid at the rate for the higher job classification for such holiday(s). Assignments of custodians during

the summer months as a result of vacation schedules for head custodians shall not be subject to the above provisions of this Section

9 18 A Employees shall be paid for all time lost when the Board determines that schools are officially closed on a system wide basis owing to disease epidemic, hazardous weather condition, or other public calamity Nothing herein shall be construed as requiring payment in excess of the employee's regular wage rate or salary for any time worked while the school in which ~~he~~ he/she is employed is officially closed for the reasons set forth herein Members of the bargaining unit who are, by reason of their assignment, required to work when schools are closed for such reasons shall be given equal compensatory time off The compensatory time shall be taken at a time that is mutually agreeable to the employee and the employee's supervisor and shall be taken, where practical, within a two-week period following the day when the compensatory time was earned

B Employees shall be paid for all time lost when the Board determines that one or more individual schools are closed owing to damage to a school building, other temporary circumstances due to utility failure, or other public calamity, and no work is available in the closed school within the employee's classification, except that the Board may offer such employees work within their classification at other schools or the Food Production Center Employees declining such work shall not be paid for time lost, except that employees with a scheduled work day of four (4) hours or less shall not be required to report on the first day to another location in order to be paid In the event the school is closed after employees report to work, the necessary travel time to the temporary location shall be considered a part of the work day The employee shall be paid the mileage rate if the distance is more than four (4) miles

9 19 Notwithstanding the provisions of 8 10J, summer cleaning positions in individual schools which are determined by the Board to be available for school-year employees shall be offered to school-year personnel on the basis of system seniority Such positions shall be for a minimum of five (5) hours per day

9.20 Vehicle Maintenance Overtime

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

9.21 Overtime in Treasurer's Office

When the Treasurer or his his/her/her designee determines that overtime is needed, the overtime will be handled as follows:

- 1. Overtime will be offered first to the individual(s) whose job(s) require overtime.*

2. *The overtime will next be offered to others in the same classification within the section in which the overtime is needed based on job classification seniority.*
3. *If additional employees are needed, the overtime will then be offered to employees in the job classification who appears on an overtime rotation list on a rotational basis beginning with the employee with the most job classification seniority. Employees desiring overtime shall sign an overtime rotation list jointly maintained by a designee of OAPSE Local 721 and a representative of the Treasurer.*

9.22 Buildings and Grounds and Vehicle Maintenance Stand-by Pay

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

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

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

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

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

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

ARTICLE 10 WORKING CONDITIONS

- 10 1 The Board shall deliver to the Union the present job description for each classification prepared in accordance with Ohio Revised Code 3317 12 within thirty (30) days after the effective date of this Agreement
- 10 2 A The Board shall make it a practice to discuss with the Union, in advance, changes in working conditions which affect multiple classifications of employees or affect employees within a classification throughout the district This provision is not intended to apply to changes in duties which are permissible under Civil Service Rules and Regulations but is intended to refer to significant system wide matters such as Section 12 6 This Section 10 2A shall not be subject to Article 6
- B A classified civil service employee shall not be assigned work in violation of the employee's class specification, Columbus City Civil Service Commission Rules and Regulations and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working conditions for a classified civil service employee An instructional assistant shall not be assigned work in violation of the employee's class specification, Section 3319 088 of the Ohio Revised Code and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working conditions for an instructional assistant In the event that the Board assigns work to an employee which the Union contends is a violation of this Section, the Board, upon notification from the Union, shall meet with the Union to discuss whether there has been a change in working conditions for an employee If the Board and the Union are unable to

satisfactorily resolve a dispute concerning a question of whether there has been a change in working conditions for an employee, the Union may, within ten (10) calendar days after the Board and Union meet, submit the matter for a decision to (1) the Civil Service Commission in the case of a question concerning a classified civil service employee and (2) an arbitrator in the case of a question concerning an instructional assistant. If the Civil Service Commission declines to exercise or grant jurisdiction, the Union shall have the right to proceed to arbitration on a question concerning a classified civil service employee. Arbitration proceedings under this Section shall be held in accordance with Article 6.

- 10 3 A Prior to requesting the Civil Service Commission to make any change which creates a new bargaining unit classification or affects an existing bargaining unit classification (including any changes in duties, typical tasks or definitions), the Board shall notify the Union of its intention to make such changes and, upon request of the Union, shall provide to the CSEA President or ~~his~~ his/her designee all information which is proposed to be submitted to the Civil Service Commission and will further advise the CSEA President or ~~his~~ his/her designee of the date the Civil Service Commission will consider the Board's request.
- B Whenever the Board proposes to create a new bargaining unit classification, the Board will negotiate the pay range for such classification with the Union.
- 10 4 The parties agree that if the present evaluation program of non-certified personnel involving the rating of such personnel by supervisors is continued, during the course of such evaluation, discussion will occur with the personnel involved in the evaluation and the final evaluation report will be reviewed with the employee involved.
- 10 5 Whenever the Board of Education is informed that a job audit is being conducted involving the members of the bargaining unit, it shall promptly notify the President of the Union of such audit including the positions being audited and by whom the audit is being conducted. The Board of Education shall also inform the person conducting the audit of the provisions of this Section. Upon receipt of such notice, the Union may request to meet with the Administration or its appropriate representatives to discuss their respective positions concerning the jobs under audit. The Union may, if it desires, request the Civil Service Commission or the person conducting the audit to allow the Association to state its position on the job under audit.
- 10 6 Any member of the bargaining unit required to obtain a Commercial Driver's License (CDL) to operate a Board-owned vehicle as part of the employee's regular duties shall, in the event that said employee fails to pass the tests to obtain said CDL, be granted an additional sixty (60) calendar days to attempt to obtain the CDL after the employee becomes ineligible to drive a Board-owned vehicle due to failure to possess a CDL. During such sixty (60) calendar day period the employee shall be maintained in the employee's classification and pay range but may be assigned any bargaining unit work at the discretion of the Board. Upon passage of the tests to obtain a CDL, the employee shall be returned to the employee's regular duties and position. In the event that the employee does not obtain the CDL within said additional sixty (60) day period, the Board shall not be obligated to continue to employ the employee, however, the employee may apply for any Civil Service job with the Board that is not promotional and shall be

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

10.7 The parties to this Collective Bargaining Agreement recognize the importance of training and mentorship in helping new and reassigned employees adjust to their jobs.

There shall be established during this contract period, a training/mentorship program. The members of the bargaining unit acknowledge that they can do much to assist new employees. This assistance may involve "ride along" assignments, observation, a "buddy system" or other creative arrangements that are agreed to between the supervisor, the new employee and bargaining unit member. Bargaining unit members who serve in such roles shall not be required to evaluate the new employee.

ARTICLE 11 JOB SECURITY

- 11.1 A The Columbus Board of Education must notify the CSEA of any intention to subcontract any bargaining unit work and to give the Union an opportunity to be heard at a public meeting of the Board on such matters before a decision is made. It being understood that this notice applies to proposals for a change in policy requiring Board action as contrasted with the emergency, temporary or short-term project employment situations in which the administration has authority to act without specific prior Board action. After any decision to subcontract under the above provision, the impact upon bargaining unit employees will be discussed in the conference committee established under Section 16.3 of this Agreement. Nothing in this subsection shall be construed to limit the right of the Union to pursue other available legal remedies.
- B During the term of this Agreement the Board shall not layoff any members of the bargaining unit as a result of the subcontracting of work being performed by members of the bargaining unit, whether such a resulting layoff actually precedes or follows the initiation of the subcontracted work.
- 11.2 A Aides, student helpers, temporary employees and volunteers shall not be used to fill a position within any of the job classifications covered by this Agreement except as expressly permitted by this Agreement or in the event regular full-time people are not available to fill the position.
- B In the event under Section 11.2A, above, it becomes necessary to use aides, student helpers or temporary employees to fill positions in job classifications covered by this Agreement, such temporary employee, aide or student helper shall be paid at the rate of pay specified in this Agreement for such job at Step 1.

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

11.4 A Reduction in Work Force or Layoffs

(1) 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.

(2) The layoff of instructional assistants shall be on the basis of department seniority.

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

(4) The Board shall not employ any new instructional assistants while any instructional assistants are on layoff.

B In the event the placing in a school cafeteria of vending machines or automatic dispensing machines results in a reduction in the required personnel or their hours, the affected personnel shall not be reduced in classification or number of scheduled hours prior to being offered reassignment to a position with the same classification and number of scheduled hours except that such personnel may be assigned duties (no reduction in pay) related to a lower classification prior to being offered said reassignment position. Such offered position shall be the vacancy after the first posting.

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

11.6 *As of the date of this Agreement, the Board does not contemplate the layoff of any employees, however, during the term of this Agreement, a joint committee comprised of equal numbers of Board and Union representatives will consider revisions of the reduction in workforce procedures that will be fair and easy to understand in the event that layoffs are needed in the future. The joint committee will present its work to the Union and the Board for consideration in the next round of bargaining. If the report is*

completed prior to the next round of bargaining, the parties may, by mutual agreement, enter into interim bargaining to consider implementation of this section only.

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

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

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

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

ARTICLE 12 EMPLOYEE DISCIPLINE

12 1 A A conference conducted by a supervisor or administrator with an employee may be summarized in a written conference report by such supervisor or administrator. The employee may be accompanied by a representative, who is another employee or an OAPSE representative, provided the conference results in a written conference report which will be placed in the employee's personnel file located at the Education Center. The supervisor or administrator conducting the conference may also be accompanied. The employee shall be advised, at the time such a conference is arranged, of the possibility of such a report. Arrangements by the

employee for a representative shall not delay the conference, except that a prearranged conference involving a central office supervisor or administrator will normally be scheduled at least two (2) days in advance

B The supervisor or administrator shall sign the conference report and shall provide the employee the right to indicate ~~his~~ his/her views regarding the contents of the conference report in a space that shall be provided for this purpose on the conference report form. The employee shall be allowed three (3) work days in which to prepare and place such views on the conference report form, sign the conference report, and return it to the supervisor or administrator. The employee's signature indicates only that the employee has seen the report and does not indicate either agreement or disagreement with the contents of the report

C Disciplinary actions which require use of a Civil Service Personnel Action form shall be based on procedures which include the following

- (1) The employee shall normally receive at least three (3) work days' prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing
- (2) The employee shall have the right to be represented by a Union Steward or other OAPSE representative
- (3) The employee shall have the right to present witnesses and to question any witnesses presented by the Board
- (4) The employee shall have the right to present any related evidence in ~~his~~ his/her behalf

12 2 Anyone viewing the personnel file of an employee, except Board employees assigned to the personnel department or supervisors and administrators, shall sign and date a form provided for this purpose in the employee's personnel file

12 3 An employee may request the removal of disciplinary Personnel Actions from ~~his~~ his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the requirements indicated immediately above shall be honored. Employees who are required to attend a disciplinary hearing or a grievance hearing during their regularly scheduled work day shall be paid at their regular rate of pay for such time

12 4 Any complaint received by phone concerning a bargaining unit member shall include the name, address, and phone number if available, of the complainant, or such unsubstantiated complaint shall not be the basis for any action against the employee and shall not be placed in the employee's file. Such a complaint may be orally communicated to the employee

12 5 Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of ~~his~~ his/her or her regular duties, any child care attendant who rides a bus, or any intervention aide who rides a bus, who is on paid status and appears to be under the influence of alcohol or any drug of abuse shall be taken promptly to a laboratory or hospital for a blood or other appropriate test, or the Board may elect to have such test administered at The Board's central administrative site. The employee shall be on paid status until returned to the bus compound or regular work site, and the test shall be at Board expense. Refusal to submit to such a test shall constitute automatic resignation. Any positive test result will be cause for discipline, including discharge, recognizing that an appealable disciplinary action may be appealed to the Columbus Civil Service Commission. In the event this provision 12 5 is found to be unconstitutional by the State or Federal Court system, after appeals have been exhausted, this provision 12 5 shall be null and void and no negotiations on this matter shall be required during the term of this Agreement.

12 6 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~~ his/her or her regular duties upon the occurrence of any of the following:

- (1) The accumulation of eight (8) or more points within a current two-year period as reflected on the records maintained by the Registrar of Motor Vehicles of the State of Ohio under the point system for motor vehicle violations as set forth in R.C. 4507.021,
- (2) A current conviction for the offense of operating a motor vehicle under the influence of alcohol or any drug of abuse, whether such conviction is the result of a court or jury determination, a plea of guilty or a plea of no contest,
- (3) A current suspension or revocation of ~~his~~ his/her or her operator's license by any court or the Bureau of Motor Vehicles.

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

C Before the Board exercises its right to terminate an employee in accordance with sections 1, 2, or 3 above of this provision, the employee may request and shall be granted an unpaid leave of absence of up to six (6) months. During such leave of absence the employee may apply for any Civil Service job with the Board that is not promotional and shall be given preference in appointment within Civil Service rules and regulations. An employee on such a leave of absence as a result of violation of sections 1 or 3 will be returned to paid status if such violation is corrected.

- D The time lines in sections B and C above begin when the Board notifies the employee that it intends to exercise its rights under this provision
- E The rights provided in B and C above shall include the rights provided in Section 16 2 B The rights provided in B and C above shall not be exercised by an employee more than once
- F Any employee who already has eight (8) points on the effective date of this Agreement shall be given six (6) months to accomplish a reduction below eight (8) points No additional action shall be taken by the Board against any employee based on violations of 2 or 3 above prior to the effective date of this Agreement

12 7 The administration of discipline for alleged excessive use of sick leave shall be in accordance with the following

- A Excessive use of sick leave will not be alleged by the Board unless an employee has used ~~16~~ 12 or more days of sick leave beginning with the first day of sick leave after September 1, 1993, through the ~~sixteenth (16th)~~ *twelfth (12th)* day of sick leave or one year from the first day of sick leave, whichever occurs first
- B ~~No days of absence for which an appropriate statement from a physician has been provided and~~ No days of absence due to death in the immediate family of an employee shall be counted in such ~~16~~ 12 or more days ~~In order for such days not to be counted the employee must have furnished a copy of the physician's statement to the Board in connection with the reporting of such absence and may be asked for verification of the death in the immediate family~~ *A statement from a physician (doctor, psychiatrist, psychologist) will be considered if submitted at the time of the absence report. Verification of death in the immediate family may also be required.*
- C No employee will be disciplined in accordance with this provision for excessive use of sick leave unless the employee has been previously given a conference summary setting forth the Board's concern regarding the excessive use of sick leave as defined in 12 7A above No employee shall be disciplined as a result of the excessive use of sick leave which is the subject of such conference summary
- D No employee will be disciplined in accordance with this provision for excessive use of sick leave who has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus Public Schools
- E Nothing in this provision is intended to limit or expand the Board's right to discipline employees for other specific inappropriate actions related to the use and processing of sick leave
- F *The Director of Classified Personnel may (but need not always) require written certification to justify use of sick leave from the employee's physician when:*

(1) *There is a pattern of use which indicates potential abuse such as work days before or after a holiday or vacation, on Mondays or Fridays, or a certain time of year; and*

(2) *There is a reasonable suspicion of sick leave abuse.*

G. *The Director of Classified Personnel may require the employee to provide additional documentation regarding his his/her/her medical condition whenever there is a question about return to work date, ability to do the job or concern about the length of projected illnesses. If the employee does not provide adequate information, or there remains a question, the Director of Classified Personnel, consistent with civil service rules, may have the employee examined by a third-party physician who shall be compensated by the Board.*

12 8 Paid holidays shall not be utilized as days of suspension unless the employee and the administration agree to such utilization

ARTICLE 13 HOLIDAYS

13 1 The following days shall be recognized as paid holidays for all employees of the bargaining unit except those employees covered by 13 2 of this Article

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

13 2 Employees with a regularly scheduled work year of less than eleven (11) months shall observe the following paid holiday provisions

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

In addition, such employees shall receive one week's pay (five (5) days pay at their regular rate for their regularly scheduled hours) for the week following Easter. The provisions of Sections 13 4 and 13 5, to the extent applicable, shall also apply to employees covered by this subsection

13 3 A Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays. In order

to be eligible for holiday pay, an employee must accrue earnings on ~~his~~ his/her last scheduled work day prior to such holiday and ~~his~~ his/her first scheduled work day following such holiday, unless on either of such days the employee was on an excused absence, or on sick leave for which pay was granted

B When an employee elects retirement under the School Employees Retirement System and the date of separation is the last scheduled work day of a month and there is a paid holiday(s) following such scheduled work day that is in the same month, then the employee shall be paid for such holiday(s)

13 4 Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following Saturday shall be celebrated as the holiday In the event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at ~~his~~ his/her regular rate for such holiday in addition to ~~his~~ his/her normal pay for that day

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

13 5 If any employee is required to work on a holiday, ~~he~~ he/she will be paid one and one-half (1 1/2) times ~~his~~ his/her regular hourly rate of pay for all hours worked in addition to ~~his~~ his/her holiday pay

13 6 In the event, during the term of this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number In the event this sub-paragraph becomes applicable, the matter of exchange of holidays shall be referred to the ~~Conference~~ **Labor Management** Committee pursuant to Section 4 13A of this Agreement

13 7 An employee may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that the proper observance of such religious holiday prohibits the performance of work on such day and provided the employee is an active member of such religious body Requests for such absence shall be made of the Director of Classified Personnel at least ten (10) school days prior to the holiday Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from sick leave

ARTICLE 14
VACATION

- 14 1 A Vacation eligibility--All bargaining unit employees employed on the basis of a scheduled work year of eleven or twelve months shall be entitled to accrue vacation with full pay in accordance with the following schedule

<u>Years Employed by Board of Education</u>	<u>Days of Vacation</u>
* 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 employee does not complete one full year of employment with the Board

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

- B The provisions of Section 3319 084 of the Ohio Revised Code shall apply to bargaining unit personnel for the purpose of determining vacation eligibility
- 14 2 Vacation scheduling--Eleven and twelve-month employees shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor, between June 15 and August 15, subject to the following
- A At least one (1) custodian in elementary and middle schools and at least two (2) custodians in high schools may be required to be on duty
- B At least one-third of employees in an assigned work location may be required to be on duty
- C Provisions of A and B above shall not prohibit employees from taking their annual vacation, and the more senior employees, based on classification seniority, shall have preference over the more junior employees with regard to vacation scheduling
- D Employees in the Treasurer's Office, Data Processing Department, and Warehouse shall continue to arrange vacation with their supervisors at mutually convenient times

- E The administrative practice of arranging summer vacation schedules in the late spring and on days when students are not in attendance shall continue during the term of this Agreement

Permission shall be granted for a vacation at another time if a request is submitted to the appropriate supervisor with reasonable advance notice, provided such supervisor deems that such vacation will not interfere with the normal operation of the school system

- 14.3 *The Board may not apply an employee's vacation leave or personal leave toward any absence without the consent of the employee.*

ARTICLE 15 SICK LEAVE

- 15.1 Every regular employee shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month throughout the calendar year unless on leave of absence. Such sick leave shall be calculated at the rate of 4.6 hours per 80 hours worked.

Unused sick leave shall be cumulative without limit. For less than eight-hour employees and employees working less than twelve months per year, sick leave shall be accumulated at the rate of 4.6 hours for each 80 hours of employment. All members of the bargaining unit working less than 12 months shall also accumulate sick leave at the rate of 4.6 hours for each eighty (80) hours based on the employee's scheduled hours of work during the preceding school year for the summer months when school was not in session. Such earned sick leave for the summer months shall be credited to the employee's sick leave account upon ~~his~~ his/her returning to work at the beginning of the next school year.

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

- 15.2 Sick leave with pay may be used only for the following purposes:
- A For absence of the employee due to illness, injury, or exposure to contagious diseases which could be communicated to other employees or school children
 - B For absence of the employee due to illness of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as the father, mother, brother, sister, son, daughter, husband or wife of an employee, and, if they reside in the home of the employee, the stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law,

mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, of the said employee

- (1) If an employee is absent not more than five (5) consecutive school days because of the illness of a member of the employee's immediate family, the employee need only make the report of absence required by Section 15.3 of this Agreement in order to be eligible for sick leave with pay for such absence
- (2) If an employee is absent in excess of five (5) consecutive school days for this reason, the employee must provide the Director of Classified Personnel with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee, in order for the employee to be eligible for sick leave with pay for such absence
- (3) Sick leave may be used due to the illness of a stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, of an employee who does not reside in the home of the employee, only if the employee provides the Director of Classified Personnel with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee and the Director of Classified Personnel approves the use of sick leave for such purpose

C For absence due to death in the immediate family of an employee. Death in the immediate family of an employee is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents of the said employee. Such death leave will normally be for a period of five (5) school days. If it is necessary for an employee to be absent from work on death leave more than five (5) school days, permission for such additional leave must be secured from the Director of Classified Personnel.

D Absence due to personal illness related to pregnancy

E For absence due to injury resulting from a physical assault on an employee which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

- (1) The employee's conduct was within the bounds of general standards of proper and appropriate behavior,
- (2) The employee's immediate supervisor or other appropriate supervisor or administrator is notified as soon as possible of the occurrence,
- (3) The employee submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below,

- (4) The employee provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician,
- (5) In the event the foregoing conditions are satisfied, none of the first ~~twenty (20)~~ **forty (40)** days of absence resulting from such occurrence shall be deducted from the employee's accumulated sick leave or personal leave,
- (6) Worker's Compensation cannot be received simultaneously with sick leave benefits

F Absence on Sundays, holidays, and non-work days shall not be charged against sick leave

15.3 Certification required in case of sick leave absence is as follows

- A When an employee is absent, a report for such absence, signed by the employee and ~~his~~ **his/her** principal or immediate superior, shall be completed by such employee on a form supplied by the Board, which form shall be filed with the Treasurer within three (3) work days following the last day of absence or, for school year employees, three (3) days after the last regularly scheduled work day before summer break, whichever occurs first
- B If an employee has received medical attention during ~~his~~ **his/her** period of absence, ~~his~~ **his/her** report must set forth the name and address of ~~his~~ **his/her** attending physician and the dates when ~~he~~ **he/she** was consulted. The filing of any willfully false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable
- C In the event the estimated duration of the absence is expected to extend over a period of fifteen (15) consecutive work days or longer, or when an absence has been continuous for such a period, the employee shall notify the administration of the estimated duration of absence by completing a designated form. Such form shall require the submission of a physician's statement indicating the nature and duration of the employee's illness, or, if use of sick leave is due to pregnancy, the approximate date of delivery. Such notification shall be submitted fifteen (15) days prior to the expected first day of absence when such day can be anticipated or not later than the 20th day of a continuous absence in cases where the absence could not be anticipated. Employees who have been out of work on account of illness for fifteen (15) consecutive workdays or longer, must have the approval of the Superintendent before returning to work. Such approval shall be secured through the School Physician after ~~he~~ **he/she** has received a confidential report from the personal physician of the absent employee, indicating the nature of the illness and the condition of the employee

15.4 *Employees who do not use sick 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 \$50 attendance incentive payment for either or both of the periods.

ARTICLE 16
OTHER LEAVES

16 1 A Each employee shall be credited with two (2) personal leave days each year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. If possible, an employee will give ~~his~~ his/her building principal or other immediate supervisor twenty-four (24) hours' advance notice of ~~his~~ his/her intention to take such leave. When an employee is absent for personal reasons, a report of such absence, signed by the employee and ~~his~~ his/her building principal or other immediate supervisor, shall be filed with the Treasurer within three (3) work days following the last day of absence, or, for school year employees, three (3) days after the last regularly scheduled work day before summer break, whichever occurs first. Such report shall contain certification by the employee that ~~his~~ his/her absence was not for one of the reasons proscribed below. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave

- (1) Gainful employment *in which the employee receives compensation;*
- (2) Any activity in connection with or in planning for a strike or any other work stoppage, or any concerted action related to a strike or work stoppage,
- (3) When the Director of Classified Personnel deems that the number of requests for personal leave on the same day by employees in a given department or work location may jeopardize the safe or efficient operation of the district

B For purposes of this section, a year is from September 1 to the following August 31. Employees appointed after September 1 in a given year shall be credited with one (1) day of personal leave in that year, and employees appointed after March 1 in a given year shall not be credited with any personal leave in that year. Employees on an unpaid leave of absence in excess of ninety (90) calendar days during their scheduled work year shall be credited with one (1) day of personal leave in that year, and employees on an unpaid leave of absence in excess of one hundred eighty (180) calendar days shall not be credited with any personal leave

in that year New employees shall not be eligible to use personal leave during their probationary period

C Procedures for the administration of personal leave shall be as follows

- (1) When an employee intends to use personal leave, ~~he~~ *he/she* shall give ~~his~~ *his/her* building principal or other immediate supervisor twenty-four (24) hours' advance notice, if possible In classifications and locations where the administration permits the use of personal leave for a part of a work day, employees may take personal leave for a part of the work day only if the employee has notified ~~his~~ *his/her* building principal or immediate supervisor at least one day in advance
- (2) Upon returning from the leave, the employee shall complete the contractually required report

D In addition to the above, an employee may be absent one (1) day a year for emergency personal reasons as a result of a written request approved in advance by the ~~Associate Superintendent, Management Services~~ *Director of Classified Personnel*, or ~~his~~ *his/her/hers* designee Such additional day may not be accrued from year to year and shall be granted only under extreme conditions as deemed appropriate by such Associate Superintendent No action taken by the Board or its administrative agents in connection with this paragraph "D" shall be subject to the grievance procedure

16 2 A In accordance with the provisions of Revised Code, Section 3319 13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request This provision is not intended to limit other requirements of Section 3319 13 as they affect bargaining unit employees

B The Board of Education shall continue to carry, on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, and/or life insurance

16 3 Worker's Compensation Leave

A If the basis for an approved leave of absence, after sick leave has expired, is the result of an allowed Worker's Compensation claim in which the Board of Education was the employer, the Board shall continue to pay that portion of the hospitalization and life insurance premiums for the employee involved in accordance with other sections of this Agreement during the period of such absence, provided (a) such period shall not exceed two (2) years, and (b) the

employee does not elect to take retirement including disability retirement through the School Employees Retirement System

B The payments by the Board provided in paragraph A above shall be initiated and maintained in accordance with the following

- (1) The employee or ~~his~~ his/her designee must notify the Director of Classified Personnel 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 Director of Classified Personnel, the Board shall continue such payments for a maximum of one hundred twenty (120) days from the date of the injury while the claim is being processed
- (2) Failure to provide notifications required in (1) above will terminate the Board's responsibility to provide such insurance benefits

C Any custodian, head custodian, food service helper, cook, food service manager, or clerical employee with a regularly scheduled work day of four or more hours who is injured on the job shall have the option of returning to the same job assignment within the initially granted leave period provided

- (1) The position is not abolished during the leave,
- (2) The employee files a Worker's Compensation claim within thirty (30) days after the injury and so notifies the Director of Classified Personnel in writing during such thirty (30) day period, and
- (3) The return is within one (1) year of the injury

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

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

16.4 Maternity/Paternity/Adoptive Leave

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

A Such request shall be submitted on the designated form to the Director of Classified Personnel, at least thirty (30) days prior to the beginning date of the requested leave

- B A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability
 - C The request for adoptive leave shall be accompanied by a statement from the adoption agency
 - D Such leaves shall be granted in six-month segments of January 1 through June 30 or July 1 through December 31 The requested duration of such leave shall be for the remainder of the six-month segment in which the leave commences and shall not exceed the two subsequent six-month segments The employee may submit a request to the Director of Classified Personnel for return to service at any time during the leave Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date Such employee shall be returned to service on the requested date or the earliest following date when a vacancy occurs in employee's classification, provided the Board would have otherwise filled that vacancy
 - E The employee shall notify the Director of Classified Personnel in writing of ~~his~~ *his/her* intention to return to service at least 120 days before ~~he~~ *he/she* she expects to resume ~~his~~ *his/her* duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery The employee shall be informed of receipt of such notification of intent to return Failure on the part of the employee to comply with this regulation may be deemed by the Board as an automatic resignation
 - F In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting employee has been arranged, the adopting employee may request early reinstatement from leave and such request will be given priority consideration by the Administration
- 16 5 Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid the difference between ~~his~~ *his/her* jury pay and ~~his~~ *his/her* base rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled work days lost while serving on the jury Such leave shall not be deducted from sick leave
- 16 6 At least five (5) days prior to a change by the Board of the employment status or insurance coverage of an employee who is on sick leave and whose sick leave has expired, the Board shall notify the employee of ~~his~~ *his/her* options and responsibilities At that time an employee is officially notified that ~~he~~ *he/she* has been granted a leave of absence, the Board shall notify the employee of ~~his~~ *his/her* options and responsibilities with regard to maintaining insurance and with regard to ~~his~~ *his/her* return to duty Such notification as provided above shall be sent by certified mail, return receipt requested, to the last address provided the Board by the employee as shown on the employee's paycheck

- 16 7 A member of the bargaining unit returning from a leave of absence shall be assured of the reinstatement of all fringe benefits provided by this Agreement for which said member is eligible under the terms of this Agreement

ARTICLE 17
INSURANCE AND OTHER BENEFITS

17 1 Hospital, Surgical, and Major Medical Insurance

- A During the term of this Agreement, the Board shall continue the current Comprehensive Major Medical Insurance Program for members of the bargaining unit electing and eligible for such coverage. The Board shall pay 90 percent of the cost of coverage under such program for all individual members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year and elect such coverage. *Effective January 1, 1999, the Board shall pay a dollar amount equal to 90 percent of the second most expensive plan (either this plan, the PPO or the EPO). Employees who elect to remain in the most expensive plan shall pay the difference in premium. Whenever the indemnity plan ceases to exist the Board shall then pay a dollar amount equal to 90 percent of the most expensive plan.*
- B In addition to A above, the Board shall pay 70 percent of the Board's cost of the insurance program indicated in A above for the dependents of all members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year, provided such employees elect such dependency coverage.
- C In addition to A above, the Board shall pay 90 percent of the cost of the insurance program indicated in A above for the dependents of all members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year, provided such employees have elected such dependency coverage for the twelve (12) most recent consecutive months.
- D Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board Treasurer.
- E During the term of this Agreement, a member of the bargaining unit married to another employee of the Board, both of whom are eligible at 90 percent Board expense for the benefits provided in A above and who have no dependents, shall be provided individual coverage. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. The provision above requiring family coverage for the twelve (12) most recent consecutive months in order to be eligible for family coverage at 90 percent Board expense shall not apply to such members of the bargaining unit. In the event the spouse of a member of the bargaining unit

covered by this provision leaves the employment of the Board, the family coverage shall be maintained at 90 percent Board expense. In the event a member of the bargaining unit covered by this provision changes marital status from married to single, the family coverage shall be maintained at 90 percent Board expense provided the member of the bargaining unit has a dependent eligible for coverage.

F During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above. Such election shall be in accordance with the following:

1. 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.
2. Employees may change their status under this program with regard to enrollment, withdrawal, or change to the Comprehensive Major Medical Insurance program during the fall enrollment period.
3. *The Insurance Study Committee established in Section 4.13B of this Agreement shall review the continued viability of the indemnity health plan option during the term of this Agreement with any change in the indemnity health plan option requiring joint agreement of the Board and the Union.*

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

- | | |
|---|------------------------|
| - Breast Surgery | - Back Surgery |
| - Ligation or stripping of Varicose Veins | - Knee Surgery |
| - Bunion Surgery | - Nose Surgery |
| - Cataract Surgery | - Coronary Bypass |
| - Tonsillectomy and Adenoidectomy | - Gall Bladder Surgery |
| - Hemorrhoidectomy | - Hernia Surgery |
| - Prostate Surgery | - Hysterectomy |
| - Prostatectomy | - Disc Surgery |

- 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
- 4 An employee Hospital Audit Bonus is established whereby an employee can receive 25% (Minimum payment \$5, Maximum payment \$500) of the net savings from hospital billing errors detected by the employee (Errors or discrepancies found by the Third Party Administrator during initial processing are not subject to this program)

H In the event the Board elects to change the insurance carrier for the coverage provided in paragraph A above during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced

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

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

17.2 Dental Insurance *and Vision Insurance*

- A During the term of this Agreement the Board shall continue the current dental insurance program for all members of the bargaining unit electing such coverage who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year The Board shall pay 90 percent of the cost of the unitary rate of such dental insurance program Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board treasurer
- B In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced

C The dental insurance program shall be as follows

1 Description of Covered Services

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

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

2 Basic Dental Services

Preventive Prophylaxis (cleaning, scaling, and polishing, not more often than twice in a calendar year), topical application of fluoride solutions, space maintainers, oral examinations, and emergency (palliative) treatment 100%

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

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

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

Endodontic Procedures for pulpal therapy and root canal filling 80%

Periodontic Procedures for treatment of the tissues supporting the teeth 80%

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

Orthodontics Procedures for the correction of malposed teeth 50%

3 Deductible

A \$25 00 deductible (not applicable to Diagnostic or Preventive Services) shall apply, with a maximum of \$75 00 per family, per calendar year Effective January 1, 1991 there are no deductibles

4 Maximum Benefit

Each eligible patient shall be entitled to a \$1,500 00 benefit per calendar year, except that Orthodontics shall be limited to a lifetime maximum benefit of \$1,000 00 per patient

5 Exclusions

Dental Services which are compensable under Worker's Compensation or other similar laws

Surgical Services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons

Any Prosthodontia Service started prior to the date the patient became eligible

General Anesthesia, other than for Oral Surgery

Prescription drugs and appliances other than the Prosthodontia appliances

Sealants, oral hygiene instruction and dietary instruction

Plaque control programs

Myofunctional therapy

Treatment for disturbance of the Temporomandibular Joint

Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion--such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition, and restoration of malalignment of the teeth

All other services not specified

6 Limitations

Full-mouth X-rays are a benefit once in a three-year period
Bitewing X-rays are a benefit once in each six months

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

7 Predetermination of Benefits

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

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

Prepaid Program

(provides benefits through participating and non-participating providers)

Participating Providers

*Exam \$10 co-payment
 Materials \$10 co-payment*

*Frequency Exam once every 24 months
 Lenses once every 24 months
 Frames. once every 24 months*

Subject to Plan limitations on participating providers.

Non-Participating Providers

Plan will reimburse up to these levels:

<i>Eye Examination</i>	<i>\$ 35.00</i>
<i>Single Vision lens, up to</i>	<i>\$ 25.00</i>
<i>Bifocal Lens, up to</i>	<i>\$ 40.00</i>
<i>Trifocal Lens, up to</i>	<i>\$ 55.00</i>
<i>Lenticular Lens, up to</i>	<i>\$ 80.00</i>
<i>Frame, up to</i>	<i>\$ 35.00</i>
<i>Contact Lenses (necessary for vision correction)</i>	<i>\$210.00</i>
<i>Contact Lenses (elective)</i>	<i>\$105.00</i>

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

17 3 Life Insurance

- A The Board shall provide, at Board expense, \$40,000 group term life insurance for members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year through December 31, 1993 Effective January 1, 1994, such insurance shall be for \$50,000
- B The Board shall provide, at Board expense, \$20,000 group term life insurance for members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year through December 31, 1993 Effective January 1, 1994, such insurance shall be for \$25,000
- C Any employee granted a leave of absence shall be allowed to maintain the life insurance provided in this section by paying the premium during the period of such leave If the leave is due to a Worker's Compensation claim (as stated in Sections 16 2 and 16 3 of the Agreement) and the employee becomes permanently and totally disabled, a premium waiver must be filed by the employee with the insurance company prior to the first anniversary date of the accident or injury Failure to do so will disqualify the employee from conversion or premium waiver All premium waivers due to illness, injury, or disease must be filed within one (1) year of the first date of that illness, injury, or disease whether job related or not

17 4 Disability Insurance Payroll Deductions

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

- 17 5 A The Board of Education shall permit members of the bargaining unit to attend adult or evening classes where not in conflict with work schedules free of tuition, provided the employee meets the eligibility requirements for enrollment in the course and provided that the course is related to their primary work function for the Board of Education or will enable the employee to qualify for a higher

classification within the school system Initial inquiries by employees about the appropriateness of specific courses should be directed to the Director of Classified Personnel

B Tuition Reimbursement

The Board will provide ~~up to \$75,000 for FY97 and \$75,000 for FY98~~ **during each fiscal year of the Agreement** for a tuition reimbursement program The purpose of this program is to provide tuition reimbursement for completing workshops, training programs, or courses for college credit taken on employees' own time that could either improve current job skills or prepare employees for promotional opportunities with the school system

A tuition reimbursement committee will be formed to develop and administer this program for the members of the bargaining unit The President of CSEA and the Superintendent will appoint an equal number of classified employees and administrators/classified supervisors to this committee The size, specific responsibilities, and any 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 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 Public School bargaining unit employees in targeted groups, to complete their education in order to occupy positions within the District.

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

- 2 Where credit is available, courses approved for reimbursement must be taken for credit
- 3 Committee developed guidelines will encourage teacher training courses

- 4 The termination of employment for any reason, except death, within one year of reimbursement will result in the reimbursement being deducted from the final paycheck

C In-Service Procedures

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

17 6 ~~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 (Section 17 1), dental (Section 17 2), *vision (Section 17.2)* and/or disability (Section 17 4) insurance(s) will be paid into the Cafeteria Premium Payment Plan. It is the intention that such employee payroll deductions will be excluded from an employee's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute employee payroll deductions for insurance premiums. The Board will have no liability to the members of the bargaining unit for the tax treatment of such employee payroll deductions, and is assuming no additional portion of the cost of such benefits. This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent that Section 125 of the Internal Revenue Code or the regulations promulgated thereunder remain substantially unchanged.

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

17 7 SERS-Board "Pick-up" shall be *maintained*. ~~implemented and effective beginning no later than the third full pay period following the effective date of this agreement.~~ This ~~change in~~ procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77642 remains substantially unchanged. Employees are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.

17 8 A Members of the bargaining unit may, at the time of their separation from service with the Columbus Public Schools, elect to be paid in cash for the value of their

accrued but unused sick leave credit in accordance with Sections B, ~~C~~, or D below. The following stipulations shall apply:

- (1) Only those members of the bargaining unit whose effective date of retirement with the School Employees Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service or the last day of an unpaid leave of absence with the Columbus Public Schools, shall be eligible to be paid for such accrued but unused sick leave credit.
 - (2) Such payment shall be based on the eligible member's rate of pay at the time of separation.
 - (3) Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the eligible member at that time.
 - (4) Such payment shall be made only once to any employee.
 - (5) Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the School Employees Retirement System 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.
 - (6) Payment shall be made in accordance with Section B or Section C to the eligible member or to the beneficiary of such eligible member, as provided in Section 17.8.D. The Office of the Treasurer shall select the section that provides the greater benefit and pay accordingly.
- B** The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section B shall be for twenty-five (25) percent of the member's accrued but unused sick leave up to a maximum of twenty-five (25) percent of one hundred twenty (120) days plus twenty-five (25) percent of the member's accrued but unused sick leave in excess of one hundred twenty (120) days up to the maximum of twenty-five (25) percent of the member's accrued but unused personal leave days.
- C** The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section C shall be determined by and shall include the following:
- (1) Forty (40) percent of the member's accrued but unused personal leave days.
 - (2) Twenty-five (25) percent of the member's accrued but unused sick leave days in excess of one hundred five (105) up to a maximum of twenty-five (25) percent of one hundred twenty (120) days.

- (3) Fifteen (15) percent of all accrued but unused sick leave days in excess of two hundred twenty-five (225) days

D. The cash payment to an eligible member who provides the Board with written notice of separation, at least 90 calendar days in advance, shall be paid according to the following formula:

(1) **Forty (40) percent of the member's accrued but unused personal leave days.**

(2) **All accrued but unused sick leave**

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

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

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

ARTICLE 18

WAGES

18.1 During the term of this Agreement, normal progression on the salary increment schedule

Step A	Entry
Step B	After 1 year of paid employment
Step C	After 3 years of paid employment
Step D	After 5 years of paid employment
Step E	After 8 years of paid employment
Step F	After 12 years of paid employment
Step G	After 20 years of paid employment

Step increase shall be effective on the first day of the first full pay period following eligibility based on the length of time in the immediate step. Members of the bargaining unit who, as a result of reclassification, have more years of service than required for a step increase shall be eligible for the next step after one year. **An unpaid absence of twenty consecutive work days or less shall not have a negative impact on the employee's seniority, anniversary date, or step increase computation.**

llows

- 18 2 A Commencing ~~August 21, 1993~~ **March 1, 1998**, classified employees and instructional assistants with a hire date before August 21, 1993, shall be paid in accordance with the salary schedule identified as Exhibits ~~CS-11 CS-12~~ and ~~CS-11A CS-12A~~.
- B Commencing ~~August 20, 1994~~ **March 1, 1999**, classified employees and instructional assistants with a hire date before August 21, 1993, shall be paid in accordance with the salary schedule identified as Exhibits ~~CS-11 CS-12~~ and ~~CS-11B CS-12B~~.
- C Commencing ~~August 19, 1995~~ **March 1, 2000**, classified employees and instructional assistants with a hire date before August 21, 1993, shall be paid in accordance with the salary schedule identified as Exhibits ~~CS-11 CS-12~~ and ~~CS-11C CS-12C~~.

- 18 3 Classified employees and instructional assistants with a hire date on or after August 21, 1993, shall be paid 90% of Step A, 95% of Step B, and 100% of Step C through Step G on the salary schedules identified as Exhibits ~~CS-11 CS-12~~, ~~CS-11A CS-12A~~, ~~CS-11B CS-12B~~, and ~~CS-11C CS-12C~~ on the effective dates defined in 18 2A, B and C above

Classified employees and instructional assistants employed before August 21, 1993, who later are transferred or promoted to another position shall be paid one hundred percent (100%) of whatever step is applicable to them at the time of transfer or promotion. Any classified employee or instructional assistant employed before August 21, 1993, who resigns for any reason after that date and is reemployed in the same classification within one (1) year of the date of leaving, shall upon return to employment, be placed upon the same step that ~~he~~ *he/she* or she was on at the time of resignation.

- 18 4 ~~Commencing August 21, 1993~~, Classified employees and instructional assistants on Step G of the salary schedules identified as Exhibits ~~CS-11 CS-12~~, ~~CS-11B CS-12B~~ and ~~CS-11C CS-12C~~ and with twenty-three (23) or more years of paid employment shall receive an additional 3% of the Step G hourly rate for all salary purposes defined in this Agreement.

- 18 5 Whenever an employee receives a promotion which results in an assignment to a higher pay range by the terms of this Agreement, that person shall be placed in the new pay range two steps above ~~his~~ *his/her* hourly rate at the time of ~~his~~ *his/her* promotion, except that a promotion which results in an increase of one range shall result in an increase of one step. Section 18 5 shall apply only to promotion within a department as defined in Section 7 1B. All other promotions shall continue to be treated under present practice.

- 18 6 Instructional assistants shall be granted one year of experience for salary purposes for each school year during which the instructional assistant was employed for a minimum of one hundred twenty (120) school days as an instructional assistant in the Columbus Public Schools. Computation of experience for salary purposes shall begin with the 1969-70 school year.

18 7 A Food Service Satellite Managers shall receive mileage allowance each day for the mileage from their home address to their first work location and from their last work location to their home address which is in excess of twice the mileage from their home address to the Food Production Center Mileage allowance for floating Food Service Satellite Workers shall be computed and paid in the same manner based on their base school

B Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate allowed by the Internal Revenue Service, by prior publication, as of September 1 each year Such rate shall be modified only on September 1 of each year

18 8 Employees shall be paid by direct deposit to a bank effective the first pay date in January, 1994 subject to the following

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

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

C All members of the bargaining unit employed after the first day of the earning period with a pay date in January, 1994 or later will be paid by direct deposit

D Members of the bargaining unit employed before the first day of the earning period with a pay date in January, 1994 shall have the option of electing direct deposit The Board may establish reasonable procedures and effective dates for processing the election of direct deposit

18 9 In the event it is necessary for the Board to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the employee shall be advised in writing, at least five (5) work days in advance of the applicable pay day, of the reason for the deduction and the amount to be deducted A request by the employee or ~~his~~ his/her representative for a conference to discuss matters related to the deduction shall be granted and held prior to the deduction, provided the employee makes a request for the conference by the end of the work day following the day of receipt of the notice

18 10 Employees shall receive their payroll checks by U S mail (unless regularly paid by direct deposit) for pay dates that fall on regularly scheduled non-work days Said payroll checks shall be placed in the U S mail the day prior to the pay date Emergency closings on a payday shall require other arrangements

18.11 *During the third year of this Agreement, the Board shall set aside \$75,000 as performance based incentives to reward bargaining unit employees for results achieved*

in improving productivity and improving customer service. The measurement criteria and the goals established by each department shall be formulated by joint committees with an equal number of administrators and bargaining unit members.

18.12 The in service hourly rate to be paid employees for attendance at in service meetings held outside of the employee's regular work hours is \$7.50. The employee will receive the employee's normal rate of pay for attendance at in service meetings held during the employee's normal work hours (unless such time would make the employee eligible for overtime compensation in which event the employee will receive overtime compensation) Time spent in such in service training events held outside the employees normal work hours shall not be counted as "hours worked" for overtime calculation purposes

18.13 Within ninety (90) days after seventy percent (70%) of the members of the bargaining unit have authorized direct deposit by electronic transfer, the Treasurer's office will implement a plan whereby regular school year employees will have the option of receiving their pay over twelve (12) months, or to continue to receive their pay on the current schedule Only persons who are on direct deposition will be eligible for the twelve (12) month option Once seventy-five 75% is achieved the Board may, upon reasonable notice, move all bargaining unit payment to direct deposit

18.14 The Board shall allow payroll deduction to SERS for anyone buying credit with SERS for prior service

WAGE INCREASES

ALL STEPS ON ALL PAY RANGES SET FORTH ON CURRENT EXHIBITS CS-11 AND CS-11C SHALL BE INCREASED 3.75% EFFECTIVE MARCH 1, 1998, AND AN ADDITIONAL 3.75% EFFECTIVE MARCH 1, 1999, AND AN ADDITIONAL 3.75% EFFECTIVE MARCH 1, 2000.

IN ADDITION, ALL EMPLOYEES SHALL RECEIVE A ONE-TIME APPRECIATION BONUS TO BE PAID ON THE APRIL 3, 1998 CHECK OR BEFORE IN THE FOLLOWING AMOUNTS:

EMPLOYEES WHO WERE EMPLOYED BY SEPTEMBER 1, 1996 AND WORK 25 HOURS OR MORE PER WEEK SHALL RECEIVE \$750.

EMPLOYEES WHO WERE EMPLOYED BY SEPTEMBER 1, 1996 AND WORK LESS THAN 25 HOURS PER WEEK SHALL RECEIVE \$500.

EMPLOYEES WHO WERE EMPLOYED ON OR AFTER SEPTEMBER 1, 1996 AND WHO WORK 25 OR MORE HOURS PER WEEK SHALL RECEIVE \$375.

EMPLOYEES WHO WERE EMPLOYED ON OR AFTER SEPTEMBER 1, 1996 AND WHO WORK LESS THAN 25 HOURS PER WEEK SHALL RECEIVE \$250.

RECLASSIFICATIONS

EFFECTIVE MAY 1, 1998, ALL SPECIAL NEEDS INSTRUCTIONAL ASSISTANTS WILL BE COMPENSATED AT PAY RANGE 1.1 OF THE CLASSIFIED EMPLOYEES AND INSTRUCTIONAL ASSISTANTS PAY SCHEDULE (WHICH PAY RANGE WILL BE CREATED BY ADDING \$.50 TO EACH HOURLY STEP IN PAY RANGE 1). ANY PAY INCREASES GRANTED BY THIS AGREEMENT SHALL BE ADDED ONTO THIS NEW PAY RANGE. IN ADDITION, IF THE BOARD DETERMINES TO STUDY SPECIFIC CLASSIFICATIONS FOR UPGRADE AND REVIEW, THIS CLASS WILL BE WITHIN THE FIRST FIVE STUDIED. IF A FURTHER PAY RANGE INCREASE IS WARRANTED, THAT ADJUSTMENT MAY TAKE PLACE, WITH UNION AGREEMENT, WITHIN 90 DAYS OF THE APPROVAL OF THE BOARD OF EDUCATION. SPECIAL NEEDS INSTRUCTIONAL ASSISTANTS SHALL INCLUDE MD, TDH, SED, SNPS, OH, VI AND HI.

EFFECTIVE MAY 1, 1998, ONE FULL TIME SECRETARY 1 IN EACH ELEMENTARY BUILDING SHALL BE DESIGNATED AS SECRETARY TO THE PRINCIPAL AND SHALL BE RECLASSIFIED TO SECRETARY 2. SUCH RECLASSIFICATION SHALL BE MADE WITHOUT NECESSITY OF UTILIZING THE CIVIL SERVICE SELECTION PROCESS.

ARTICLE 19

NEGOTIATION PROCEDURES

19.1 Scope of Negotiations

- A** The scope of bargaining between the Board and the Union shall be as established by Section 4117.08 of the Ohio Revised Code
- B** During the term of this Agreement, any change in the Ohio Revised Code which modifies the scope of bargaining hereunder shall automatically and simultaneously change the scope of bargaining, as provided in paragraph A above, in the same manner and without consultation or agreement by the Board and the Union

C It is not the intent of either party that inclusion of Paragraph A above either establishes or implies any modification to the lawfully provided scope of bargaining with regard to whether or not any particular subject of bargaining is mandatory, permissive, or prohibited

19 2 Joint Negotiation Committee

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

19 3 Good Faith Bargaining

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

19 4 Days

Days shall mean calendar days.

19 5 Meetings

At least seventy-five (75) and no more than ninety (90) days prior to the expiration date of the negotiated Agreement between the Board and the Exclusive Representative, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the parties will meet for the purpose of establishing an agenda for bargaining and to discuss administrative details. Subsequent meetings shall be held at times and places mutually agreed to by the Board and the Exclusive Representative.

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

19 6 Agreement

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

19 7 Impasse

(This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117 14) In the event the members of the Joint Negotiation Committee are unable to reach agreement by forty-five (45) days prior to the expiration of the Agreement, either party may declare an impasse Upon such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service, or other mutually agreeable mediation service if Federal Mediation and Conciliation Service is not available to the parties In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, the mutually agreed to dispute settlement procedures set forth herein shall be deemed exhausted and the Exclusive Representative shall have the right to proceed in accordance with Section 4117 14(D)(2) and Section 4117 18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code

~~19 8 Application of Grievance and Arbitration Procedures~~

~~In the event the Board or the Union believes that the issue in a grievance charging a violation of Article 19 falls within the lawful jurisdiction of the State Employment Relations Board (SERB), either party may commence a proceeding with SERB in accordance with procedures established by SERB In such an event, such a grievance shall not be subject to Article 6 of this Agreement unless and until SERB refuses jurisdiction or it is lawfully determined that SERB has no jurisdiction Upon notification of such refusal or lawful determination, the Union may proceed with grievance and arbitration proceedings under the aforesaid Articles within ten (10) days of such notification~~

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 his/her 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~~

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.

~~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~~, **March 1, 1998**, and shall continue in full force and effect until midnight February 28, ~~1998~~ **2001** In witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above mentioned

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

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~~ *Karen Schwarzwald*
President

Betty J Simmons-Talley
President

~~Lawrence B. Mixon, Sr.~~ *Rosa Smith*
Superintendent

~~John Drakeford~~ *Jean Cherryholmes*
Vice President

~~Karen S. Balke~~ *N. Eugene Brundige*
Chief Negotiator

Elizabeth M Grennell
Secretary

Ethel M Dyer
Treasurer

Robert J Walter
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

The following agreements are entered into in connection with settlement of the 1998 Agreement between the Columbus Board of Education and the Columbus School Employees Association:

- 1. A joint committee composed of representatives of the Board and the Union shall meet to consider rearranging the location of provisions of the contract so that appropriate subject matters are grouped together and to also develop headings for sections and a more complete Index and Table of Contents.*

- 2. Effective May 1, 1998, all Special Needs Instructional Assistants will be compensated at pay range 1.1 of the Classified Employees and Instructional Assistants pay schedule (which pay range will be created by adding \$.50 to each hourly step in pay range 1). Any pay increases granted by this Agreement shall be added onto this new pay range. In addition, if the Board determines to study specific classifications for upgrade and review, this class will be within the first five studied. If a further pay range increase is warranted, that adjustment may take place, with Union agreement, within 90 days of the approval of the Board of Education. Special Needs Instructional Assistants shall include MD, TDH, SED, SNPS, OH, VI and HI.*

- 3. Effective May 1, 1998, one full time Secretary I in each elementary building shall be designated as Secretary to the principal and shall be reclassified to Secretary II. Such reclassification shall be made without necessity of utilizing the civil service selection process.*

Date Agreed: _____

FOR THE UNION:

FOR THE BOARD:
