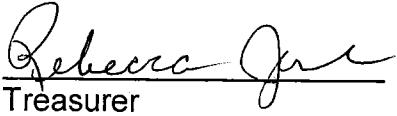
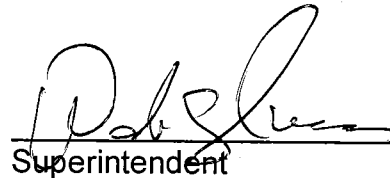


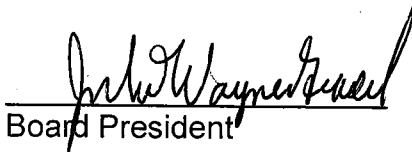
**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the Ohio Association of Public School Employees, Local No. 039, effective from July 1, 2011 through June 30, 2012.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Superintendent


Board President

July 20, 2011

AGREEMENT BETWEEN

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME,
AFL-CIO, LOCAL NO. 039**

AND

OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Effective from July 1, 2010 through June 30, 2011

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AGREEMENT

This Agreement entered into this day of July 1, 2010 by and between the Board of Education of the Olentangy School District, and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, Local #039 (hereinafter referred to as the "Union"). As used in this Agreement the "Board" means the Board of Education itself or the Superintendent or other administrators or supervisors authorized to act on behalf of the District. The "Board of Education" means the Board of Education itself.

The parties hereto in consideration of the promises and agreements herein set forth, and considering their mutual interest and their desire to establish an orderly procedure for the settlement of differences between the Board and the Union, and to secure a closer and more harmonious relationship between themselves, do hereby promise and agree as follows:

ARTICLE I RECOGNITION

1.1 Recognition

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

The bargaining unit includes: all full-time and regular part-time bargaining unit members in the positions of Maintenance I, Maintenance II, Custodian, Head Elementary Custodian, Head Middle School or High School Custodian, Evening Lead Custodian, Mechanical Lead, Head Field Service Technician, and Field Service Technicians, of 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.

This recognition shall continue in effect unless altered in accordance with the Ohio Revised Code (O.R.C.).

1.2 Non-Discrimination

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

All use of the terms "he", "his", or "him" in this Agreement shall be interpreted as referring to both female and male bargaining unit members.

1.3 Dues/Agency Fee Deduction

The Board agrees to continue to honor dues deduction authorizations executed by the bargaining unit member in favor of the Union in accordance with provisions of the Ohio Revised Code or until such time the employee revokes such dues authorization in writing to the OAPSE State Treasurer and the Treasurer for the Board of Education during the ten day period commencing June 21 through June 30.

Sixty (60) days following the beginning of employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

Union dues and/or agency fees, as certified annually on September 1, shall be deducted bi-monthly. Monthly payroll deductions of dues shall be forwarded to the OAPSE State Treasurer with a printout of each bargaining unit member for whom deductions have been made. The Board shall not be responsible for any dues or fee deductions after the bargaining unit member's employment terminates.

For the purpose of this section Union dues is a combination of State and Local dues.

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.

1.4 PEOPLE Deductions

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer 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.

1.5 Indemnification

The Union shall indemnify the Board, its members, and its administrative and supervisory non-bargaining unit members, 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.

ARTICLE 2
MANAGEMENT RIGHTS CLAUSE

2.1 Except as otherwise expressly provided in a specific provision of this Agreement, the Board of Education reserves and retains to it and the Administration all management rights under Ohio and Federal law to manage, direct, and control the operation of the School District. These rights include, but are not limited to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the function and programs of the employer, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire bargaining unit members;
- C. Maintain and improve the efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted.
- E. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain bargaining unit members;
- F. Determine the adequacy of the work force;
- G. Take actions to carry out the duties and mission of the organization.

The exercise of the foregoing powers, rights, authority, and duties and responsibilities of management, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this written Agreement.

ARTICLE 3
UNION REPRESENTATION

3.1 Duties

The Union shall represent all bargaining unit members of the school system with the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

3.2 Stewards

The Union may designate Union Stewards at each school building or physically separate establishment or work area of the Board, one of who 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 or Union officers on School Board time or at School Board expense unless authorized by the Board of Education, and shall not, in fact, interfere with the work assignment of any bargaining unit member, unless approved by the Board of Education or its agent.

All bargaining unit members will be afforded the opportunity of Union representation at all disciplinary conferences. If a Union Steward or Union Officer is involved in the attendance at a grievance hearing for any step of the grievance procedure, such steward shall be provided release time with prior approval (which will not be denied except for compelling operational reasons) if needed in connection with attendance at such grievance proceeding.

3.3 Privileges of the President

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

3.4 Access to Premises

Official OAPSE field representatives and/or Union Stewards may consult with members 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 purpose 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 Superintendent or designee 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 immediate preceding sentence shall be by prior arrangement with the head

supervisory person that is not a member of the bargaining unit. Such field representative, Union Steward, or Local office shall, after entering a building during normal school hours, first inform the head supervisory person in the building of his presence. The Board will be supplied with a list of authorized field representatives, Union Stewards, and Local officers, which list shall be kept current by the Union. The Board shall furnish to the Union the names of the Superintendent's designee at all work locations.

3.5 Use of Buildings and Equipment

- A. The Union shall have the right to use buildings for Union meetings after the teacher workday.
- B. The Union will use the building use agreement whenever it desires to use a particular building for a meeting, so that provisions may be made for the appropriate custodial and security service. The Union will schedule its meeting to avoid conflict with school activities or previously scheduled meetings or events.
- C. The Board will charge the Union only for custodial overtime cost, if any, incurred as a result of Union meetings.
- D. The Union may use, after the teacher workday, school telephones, typewriters, computers, copiers, and audiovisual equipment, provided they are not being used or are not required for any school business or activity.
- E. The Union may not use school property, equipment, or supplies in the preparation of or in conjunction with, a work stoppage, work slow down, or a strike.
- F. The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Union's long distance calls.
- G. The Union will assume financial responsibility for any loss or damage to school equipment which is caused by Union use.

3.6 Communications

The Union has the right to use the regular intra-district mail service. The Union may use designated space on bulletin boards in school offices and teachers' lounges for Union-related communications and notices.

3.7 Directory Information

By October 1st of each school year the Board shall provide the Union with a list of names, addresses, telephone numbers, and building assignments of all bargaining unit members.

3.8 Bargaining Unit Member Orientation

The Board shall allow a Union representative to address new bargaining unit members for a reasonable period of time not to exceed twenty (20) minutes during any regularly scheduled meeting.

Bargaining unit members may request time off to attend one evening union meeting per month. Individual requests can be denied if scheduled school events are affected.

3.9 Financial Documents

The Union has the right to receive one copy of the budget and the annual appropriations.

3.10 OAPSE Central District Meeting

Bargaining unit members who are members of the Ohio Association of Public School Employees may request the use of vacation, personal leave, or compensatory time to attend the annual district meeting (October) of the above union. The bargaining unit member shall file a request for the released time at least one (1) week in advance of the district meeting.

3.11 Officers/Delegates to OAPSE Conference

A three-(3) day leave of absence with pay shall be granted to officers of the Local and duly certified delegates to the OAPSE Annual Convention, provided that such number of delegates shall not exceed a total of three (3) delegates from the Local. Additional bargaining unit members may be granted a three (3) day leave of absence, without pay, to attend the OAPSE annual convention; provided, however, that such leave of absence will not be approved if, in the judgment of the Board, such absence will interfere with the efficient operation of any department or working unit. Delegates may attend the convention only after a formal written request is submitted at least thirty (30) days prior to such convention and approval has been received from the Director of Personnel. No expenses beyond normal daily pay will be paid by the Board of Education.

3.12 State Officer

If a member of OAPSE Local 039 is elected to the position of OAPSE State President, State Vice President, or State Secretary, that person shall be granted up to fifteen (15) days of unpaid leave per year, to conduct official union business, in addition to leave granted elsewhere in this Agreement.

ARTICLE 4
SENIORITY

4.1 Seniority Defined

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.

A. System

System seniority shall be defined as the length of employment by a bargaining unit member with the Board as computed from the bargaining unit member's earliest date of hire, without a break in service. When seniority is equal, the tie shall be broken as follows:

1. date of employment by the Board
2. date of application for employment
3. birthdate (earliest month and day in the calendar year)

The Board agrees to maintain a seniority list of all members in the bargaining unit by including name and date of employment.

B. Job Classification

Job classification seniority shall be defined as the length of employment by a bargaining unit member in a particular job classification as computed from the bargaining unit member's most recent date of entry into such job classification. Job classifications shall correspond with the job classifications set forth in Article 22 of this Agreement.

A seniority roster will be attached to this Agreement and be furnished to the Union of all bargaining unit members. A copy will be posted at each building owned and staffed by the Board, in an open and accessible place to all bargaining unit members. The list will be updated and posted each year on July 1.

4.2 Probationary Period

In order to allow the Board to determine the fitness and adaptability of any new bargaining unit member it may hire to do the work required, the following guidelines shall be established:

A. Probation Upon Initial Employment.

1. Newly hired employees shall serve a probationary period of two (2) consecutive years. During the probationary period the Board may not suspend or discharge an employee arbitrarily or capriciously. The employee may not file a grievance or otherwise challenge such action(s). If an employee is absent from work for more than sixty (60) workdays in a probationary year, that year shall be extended an additional sixty (60) workdays.
2. If an employee is still employed on his or her second anniversary from the date of his or her hire into his or her classification (as adjusted pursuant to the last sentence in Section A.1 above), the employee will have attained non-probationary status and shall have the job security provided in Articles 4 and 14.
3. This Article shall apply to all bargaining unit members when this Agreement becomes effective. For example, if a custodian was hired on regular contract status on February 1, 2001, and this agreement becomes effective July 1, 2003, that custodian, if still employed on July 1, 2003, has non-probationary status. If a custodian was hired on August 15, 2002, that custodian's two-year probation will end on August 14, 2004.
4. When this Agreement becomes effective it immediately will abolish all individual contracts of bargaining unit members and will supercede and replace Section 3319.081 of the Ohio Revised Code. Bargaining unit members shall be either probationary or non-probationary and their job security in either case will be governed by this Agreement.

B. Promotion or Transfer Probation

A bargaining unit member transferred to fill a vacancy or a newly-created position considered a promotion shall serve a probationary period not to exceed one hundred twenty (120) actual workdays. Within the first thirty (30) calendar days of accepting a promotion, a bargaining unit member may elect to return to his/her former position with no loss of seniority rights and at the same rate of pay prior to accepting such position. After thirty (30) days, if the bargaining unit member's

performance is unsatisfactory as evaluated by his/her supervisor, the member may be reassigned to his/her former position at the same hourly rate earned prior to this probationary appointment with no loss of seniority.

In the case of a probationary period for bargaining unit members who are promoted or transferred, the Board, upon a review of an unsuccessful evaluation of the bargaining unit member, may only extend the probationary period once, up to a maximum of an additional one hundred twenty (120) actual work days. This paragraph does not limit or restrict the Board's right to nonrenew per Section (A) above or to terminate the employee for cause.

4.3 Regular Full-Time/Part-Time/Substitutes

Only regular full-time or regular part-time bargaining unit members shall accumulate seniority. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time bargaining unit members subject to the terms of this Agreement.

4.4 Bargaining Unit Members Changing Job Classification

Bargaining unit members who change job classifications shall not accumulate job classification seniority in the new position during their probationary period as provided in this Agreement, but shall continue to retain their seniority in the previous job classification dating from their most recent date of entry into such job classification.

4.5 On L.O.A./Layoff

Bargaining unit members on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in Article 4.1.

4.6 Bargaining Unit Members Accepting a Non-Bargaining Unit Position

Any bargaining unit member who accepts a non-bargaining unit position shall retain the seniority accumulated while in the bargaining unit. Bargaining unit members will not earn and/or be credited any seniority while outside the bargaining unit. A bargaining unit member may return to the bargaining unit only if a vacancy(s) exist or a new position is created within the bargaining unit.

4.7 Voluntary Resignation

Any member of the bargaining unit who voluntarily resigns shall lose all seniority as provided in Article 4.

4.8 Reinstatement Through Proper Appeal

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

ARTICLE 5
WORKDAY/OVERTIME

5.1 Normal Schedule For Regular Full-Time Bargaining Unit Member

The bargaining unit member workday shall be the regularly scheduled shift of eight (8) hours with a fixed starting and ending time including a paid thirty-(30) minute lunch break. Notice of the workday schedule will be furnished to the union one (1) month prior to the start of each school year.

The workweek shall consist of five (5) consecutive days, a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. This section shall not restrict the extension of the regular workday or workweek on an overtime basis. All work over forty (40) hours in one week shall be compensated at one and one half times the regular rate. The workday and work year provisions of Sections 5.1 and 5.2 are general guidelines only and may be varied by the Superintendent or designee. Planned schedule changes shall first be reviewed by the Labor Management Committee.

5.2 Normal Schedule For Regular Part-Time Bargaining Unit Members

The normal schedule of hours for regular part-time bargaining unit members shall consist of a minimum of four (4) consecutive hours of work, five (5) days per week.

5.3 Tardiness

Tardiness of less than fifteen (15) minutes for a scheduled shift shall not be the basis for denying a bargaining unit member the right to work the remainder of the shift. Nothing in this provision shall limit the right of the Board to discipline a bargaining unit member 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 time lost to tardiness shall be made up or docked as determined by the Superintendent or designee.

5.4 Breaks

Bargaining unit members 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 workday. 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 bargaining unit member's scheduled workday.

5.5 Compensation in Excess of Forty (40) Hours

The Board will compensate bargaining unit members working overtime at the rate of one and one-half (1 1/2) their regular hourly rate for all hours worked in excess of forty (40) in any week. All overtime work must be authorized by the Superintendent or his designee. Sick leave absences shall not be treated as "hours worked" for overtime computations.

Custodian overtime work will be rotated with the senior custodian in the building having the first assignment. For other classifications overtime will be offered on a seniority basis by classification among those qualified to do the particular work. A copy of a seniority list and overtime sheet shall be posted in locations where such other classifications report in the morning. The rotation continues to the second in seniority and so on, until all bargaining unit members have been offered overtime work, before returning to the top of the seniority list. Bargaining unit members may decline to work overtime, provided there is someone available who will accept the assignment. If no bargaining unit member accepts the overtime work, assignment shall be made on a reverse seniority basis. Declining an overtime assignment shall cause the bargaining unit member to move to the bottom of the overtime list. In case of overtime being declined, the least senior bargaining unit member shall work such overtime. Extended overtime work may be assigned to the bargaining unit member whose shift the overtime follows, without going through the overtime list.

Snow plowing overtime will be considered an essential function of the Maintenance staff. Field Techs will still be offered such overtime first, and then management will go to the Maintenance overtime list. Once offered and turned down, management will follow guidelines set forth in this article. The above pertains only to snow removal. All other Field Tech overtime that is subsequently offered to the Maintenance staff will not count toward the Maintenance overtime rotation list.

Overtime work for cleaning and sanitizing the concession and restroom areas at high school athletic events will be required only when a weekend athletic event is followed by another weekend athletic event and at the discretion of the Assistant

Custodial Supervisor. When there is no weekend athletic event followed by another weekend athletic event, those areas will be cleaned and sanitized during normal working hours. When such overtime work is required, it will first be offered to the bargaining unit member who has been regularly assigned to those areas. In the event that the regularly assigned bargaining unit member declines said work, the work will then be offered on the district overtime rotation list.

5.6 Bargaining Unit Members Making Building Checks

The Head Custodian may be required to make a building check on days when he is not regularly scheduled to work. The bargaining unit member shall be paid a minimum of two (2) hours for buildings under 175,000 square feet and a minimum of three (3) hours for buildings with 175,000 or more square feet, at the overtime rate. In the absence of the head custodian, a designated custodian will be required to perform the building check.

No additional building check is required for any building in the district if there is a scheduled activity occurring at 5:30 p.m., or later, in that building. In this case, the building check shall be completed by the bargaining unit member on duty for the activity, prior to leaving the building.

5.7 Pyramiding/Duplication

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

5.8 Emergency Closing of Schools

Bargaining unit members shall suffer no loss of pay when the Board determines that schools are officially closed on a system wide basis owing to disease epidemic, hazardous weather conditions, or other public calamity.

Bargaining unit members shall suffer no loss of pay when the Board determines that one or more individual schools are closed owing to damage to a school building, or other temporary circumstances due to utility failure, or other public calamity. All bargaining unit members are required work on a calamity day. Employees living in areas that have been declared as a Level Three (3) (the worst) emergency by the State Patrol/Sheriff's Department shall not be penalized for not reporting to work on such calamity day and shall not lose any pay for normally scheduled hours if the Level Three emergency is in effect when the employee's shift begins.

Bargaining unit members who are requested to report early on calamity days shall receive overtime pay for those hours worked prior to their normal shift. These hours shall not be applied to the regular 8-hour workday.

In reference to the above two paragraphs the head custodian may be required to report at least one (1) hour earlier than the first scheduled bargaining unit member on these days.

5.9 Summer Work Hours

- A. Effective the first Monday following the last day of school, all bargaining unit members will report to the respective building for the regularly scheduled day shift.
- B. Summer work hours may be scheduled only by mutual agreement between the Board and Union. The parties shall meet prior to the implementation of any Summer schedule to discuss the hours of work per day (8 or 10); the number of days (Monday through Friday) that are needed; the number of shifts at each school; and other items of concern.
- C. Such work schedule shall, if initially mutually agreed to, continue unless agreed to be altered by the Board.

ARTICLE 6
JOB VACANCIES/TRANSFERS/ASSIGNMENT

6.1 Vacancies Defined

- A. Short Term Absence: Day to day vacancy due to the absence of a bargaining unit member from the regularly assigned position.
- B. Temporary Vacancy: Exists when the Department becomes aware that the absence of a regularly assigned bargaining unit member will extend beyond thirty (30) calendar days.
- C. Permanent Position Awaiting Bid: Exists when a position has been vacated, or when the Board creates a new position, and the Board posts the position for bid.

6.2 Posting of Vacancy And/Or New Position

When a temporary or permanent vacancy occurs or a newly created position occurs it shall be posted in a conspicuous place for a period of five (5) workdays in all regularly occupied Board-owned buildings. Bids must be in writing and must be submitted by 4:30 p.m. on the fifth (5th) workday of the posting to be valid. Bargaining unit members who are on leave of absence due to conditions outlined in Article XI A, for at least thirty (30) calendar days shall be notified by the Human Resources Department by certified mail of such vacancy. The notice of vacancy shall contain a completed description of the position including the type

of position, required qualifications, desired location, and time schedule.

For a temporary vacancy (as defined in Article 6.1), that position will be temporarily filled by “the formula” specified in Article 6.3. Only if the original vacancy is temporarily filled by a first shift employee will the second vacancy be posted and filled. The “backfill” position/s will be filled by a substitute/s throughout the term of the temporary vacancy. (Example #1: Employee A’s position is temporarily awarded to Employee B, who is a second shift employee. Employee B’s position will be filled by a substitute rather than allowing further temporary transfers. Example #2: Employee A’s position is temporarily awarded to Employee B who is a first shift employee. Employee B’s first shift position will be posted and temporarily awarded to Employee C. Employee C’s position will then be filled by a substitute and no further transfers will be allowed.)

With the exception of the above, this clarification in no way alters or affects any other article specified in this Agreement.

6.3 Assignment

A bargaining unit member wishing to be considered for a vacancy must submit a written bid to the Director of Personnel by the end of the posting period. The vacancy/position shall be awarded using the following formula.

- A. Custodians - the bidding bargaining unit member with the most classification seniority will be awarded the position on the first work day following the last day of posting when the vacancy is simply a different location within this classification. In other cases, the superintendent or designee will interview all bargaining unit members who submitted a bid on the vacancy/ position (up to five persons). The position shall be awarded after it has been posted for five (5) workdays.
- B. Lead Custodian – the superintendent or designee will interview all bargaining unit members who submitted a bid on the vacancy/position (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- C. Field Service Technicians- the bidding bargaining unit member with the most classification seniority will be awarded the position on the first work day following the last day of posting when the vacancy is simply a different location within this classification. 2. In other cases, the superintendent or designee will interview all bargaining unit members who submitted a bid on the vacancy/position (up to five persons). The position may be awarded after it has been posted for five (5) workdays.

- D. Elementary/Head Custodian - The Superintendent or designee will interview all bargaining unit members who submitted a bid on the position/vacancy (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- E. Middle School or High School Head Custodian - The Superintendent or designee will interview all bargaining unit members who submitted a bid on the position/vacancy (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- F. Mechanical Lead – The Superintendent or designee will interview all bargaining unit members who submitted a bid on the vacancy/position (up to five person). The position may be awarded after it has been posted for five (5) workdays.
- G. Head Field Service Technician – The Superintendent or designee will interview all bargaining unit members who submitted a bid on the vacancy/position (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- H. Maintenance I - The Superintendent or designee will interview all bargaining unit members who submitted a bid on the position/vacancy (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- I. Maintenance II - The Superintendent or designee will interview all bargaining unit members who submitted a bid on the position/vacancy (up to five persons). The position may be awarded after it has been posted for five (5) workdays.
- J. A bargaining unit member transferred to fill a vacancy or a newly created position that is considered a promotion shall serve a probationary period not to exceed one hundred twenty (120) actual workdays. If such bargaining unit member's performance is unsatisfactory as evaluated by Board supervisor, he/she may be reassigned to his former position at the same hourly rate earned prior to his/her probationary appointment with no loss of seniority. Within the first thirty (30) calendar days of accepting a promotion, a bargaining unit member may elect to return to his/her former position with no loss of seniority rights and at the same rate of pay prior to accepting such promotion.
- K. The Board shall furnish the Local President a copy of each position posted, bids received, and awards rendered.

- L. No bargaining unit member may apply for posted positions for twelve (12) months after being awarded a posted position unless the position is in a higher classification or unless waived by the administration.

6.4 Assignment To A Higher Classification

Bargaining unit members assigned temporarily to perform the duties of a position with an assigned higher pay rate than their current classification shall be paid at the assigned higher rate for all time worked in the higher classification.

Assignments may be made after five (5) consecutive days of absence. Any person appointed to fill a temporary vacancy must have the approval of the Superintendent or designee.

ARTICLE 7
VACATION

7.1 Vacation Eligibility

All bargaining unit members employed on the basis of a scheduled work year of twelve (12) 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>
1 through 10 years	10 days
11 years and above	One day for every year of service, up to a maximum of 20 days

Vacation accrued (and used) during the first year of employment shall be forfeited if the bargaining unit member does not complete one full year of employment with the Board.

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

“Years Employed by Board of Education” means only consecutive years of employment in a bargaining unit position covered by this Agreement or administrative employment by the Olentangy Local School District Board of Education.

7.2 Vacation Scheduling

Twelve month bargaining unit members shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor 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 bargaining unit members in an assigned work location may be required to be on duty.
- C. Provisions of A and B above shall not prohibit bargaining unit members from taking their annual vacation, and the more senior bargaining unit members, based on system seniority shall have preference over the more junior bargaining unit members with regard to vacation scheduling if request was made on the same day.
- D. Bargaining unit members may carry over and/or maintain a maximum of five (5) vacation days from year to year.
- E. Vacations will be scheduled whenever possible to allow for employee preference. Peak workload requirements shall take precedence in this determination. At least one custodian per building will be approved for vacation during winter and spring breaks, if requested, and at least one maintenance person during winter and spring breaks, if requested. An employee may not take more than two weeks' vacation (ten (10) working days) between June 1 and August 15, except as approved by the Superintendent or designee. An employee may not use vacation leave during the two weeks before school opens for students.
- F. Permission shall be granted for vacation 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.

ARTICLE 8 HOLIDAYS

8.1 Designated Holidays

- A. All full-time bargaining unit members shall be entitled to the following paid holidays at their regular rate of pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day

President's Day
Good Friday
Memorial Day

Day after Thanksgiving
Christmas Eve
Christmas Day

Independence Day

Day after Christmas and New Year's Eve

- B. Part time bargaining unit members shall be entitled to paid holidays at their regular rate of pay during that part of the year they are scheduled to work.
- C. In addition to the foregoing, any day declared by the President of the United States or the Governor of the State of Ohio, calling for the closing of public offices and institutions, shall constitute a paid holiday for all bargaining unit members otherwise scheduled to work on that day.

8.2 Holidays Falling on Saturday/Sunday

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

8.3 Holiday Eligibility

In order to be eligible for any of the above-defined holidays with pay, the bargaining unit member must have accrued earnings on his next preceding and next following scheduled workdays before and after such holiday or be properly excused from attendance on both of those days.

8.4 Bargaining Unit Members Required To Work On Holidays

If a bargaining unit member is required to work on a holiday, he will be paid one and one-half (1 1/2) times his regular hourly rate of pay for all hours worked in addition to his holiday pay. A bargaining unit member required to work on a holiday will be guaranteed a minimum of four (4) hours of work.

8.5 Holiday During Vacation

In the event a holiday, as above defined, falls within a regularly scheduled vacation period for an eleven or twelve month bargaining unit member, such bargaining unit member's vacation shall be extended one (1) working day with pay at his regular rate or be granted one (1) additional day per bargaining unit member's request.

8.6 Change of School Calendar

In the event, during the term of this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for bargaining unit members in each job classification shall not be reduced in number. In the event this sub-paragraph becomes applicable, the matter of exchange of holidays shall be referred to the Labor Management Committee pursuant to Section 17.2 of this Agreement.

8.7 Retirement/Suspension

When a bargaining unit member 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 bargaining unit member shall be paid for such holiday(s). Paid holidays shall not be utilized as days of suspension.

8.8 Religious

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

ARTICLE 9
PERSONAL LEAVE

9.1 Personal Leave Days Defined

Each bargaining unit member shall be credited with three (3) personal leave days each year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave and are not accumulative. A bargaining unit member will give his building principal or immediate supervisor twenty-four (24) hours' advance notice of his intention to take such leave, unless an emergency exists. When a bargaining unit member is absent for personal reasons, a report of such absence, signed by the bargaining unit member and his building principal or other immediate supervisor, shall be filed with the Treasurer within ten (10) days following the last day of absence. The filing of a false statement by a bargaining unit member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

When the Superintendent or designee deems that the number of requests for personal leave on the same day by bargaining unit members in a given department or work location may jeopardize the safe or efficient operation of the district.

- A. Unused personal days shall be paid out at a rate of one-half (1/2) of the members' hourly rate of pay up to a maximum of \$35.00 per day or at the employee's option;
- B. Unused personal day(s) may be transferred to the bargaining unit member's accrued but unused sick leave balance.

9.2 Administration

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

- A. The bargaining unit member shall fill out the appropriate Board form and receive approval prior to such leave, except under emergency situations.
- B. When a bargaining unit member intends to use personal leave, he shall give his 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 workday, bargaining unit members may take personal leave for a part of the work day only if the bargaining unit member has notified his building principal or immediate supervisor at least one day in advance.

9.3 Severance Pay

The cash payment to a bargaining unit member upon his retirement or his beneficiary receiving such severance pay in accordance with this Section shall be determined by and shall include the following:

- A. One hundred percent (100%) of the member's accrued but unused personal leave days.
- B. Thirty percent (30%) of the member's accrued but unused sick leave days up to a maximum of ninety (90) days.
- C. Such payment shall be based on the eligible member's rate of pay at the time of separation.
- D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the eligible member at that time.
- E. Such payment shall be made only once to any bargaining unit member.
- F. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the School Employees Retirement system.
- G. Members who have accrued five (5) years of service in the Olentangy Local Schools and have a minimum of one-hundred (100) days of credited sick leave may elect to "cash out", once annually for perfect attendance, fifteen (15) days of the accrued sick leave earned in the sixth and succeeding years. Perfect attendance shall be determined during the preceding contract year (July 1 through June 30). A payment of five (5) days at the bargaining unit member's daily rate of pay shall be made with the first regular pay in August.

Payment on this basis shall be considered to eliminate the fifteen (15) days of sick leave credit accrued during the preceding year. At no time before retirement shall a member be eligible to "cash out" those days below one-hundred (100). Members whose accrued sick leave falls below one hundred (100) days before August of each year are not eligible for this payment.

Sick leave that is not "cashed out" will continue to accrue to retirement as before. Personal leave is not a part of the "cash out" option.

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 10
SICK LEAVE AND RELATED ABSENCES

10.1 Sick Leave Defined/Calculation

Every regular bargaining unit member shall be entitled to accrue 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 to three hundred (300) days. For less than eight (8) hour bargaining unit members and bargaining unit members working less than twelve (12) 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 bargaining unit member'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 bargaining unit member's sick leave account upon his returning to work at the beginning of the next school year. A paid holiday shall not be charged against the earned sick leave of a regular bargaining unit member.

10.2 Use of Sick Leave

Sick leave with pay may be used only for the following purposes:

- A. For absence of the bargaining unit member due to illness, injury, or exposure to contagious diseases which could be communicated to other bargaining unit members or school children.
- B. For absence of the bargaining unit member due to illness of a member of the bargaining unit member's immediate family. For the purposes of this section, "immediate family" is defined as father, mother, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same relationship with the employee as any of these. The member of the immediate family must reside in the home of said employee or live alone outside the home of said employee, or be without a caregiver and reside outside the home of said employee. For death in the immediate family, the immediate family is defined as the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, aunt, uncle, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian or foster or stepparents of the said employee.

1. If a bargaining unit member is absent not more than three (3) consecutive workdays because of the illness of a member of the bargaining unit member's immediate family, the bargaining unit member need only make the report of absence required by this Agreement in order to be eligible for sick leave with pay for such absence.
 2. If a bargaining unit member is absent in excess of three (3) consecutive work days, the bargaining unit member must provide the Director of 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 bargaining unit member, in order for the bargaining unit member to be eligible for sick leave with pay for such absence.
 3. Except for an emergency doctor's appointment for a child or spouse who lives with the employee, pre-approval shall be required at least 48 hours prior to an absence request for the purpose of a doctor's appointment for a member of the immediate family as defined in Article 10.2B.
- C. Absence due to personal illness related to pregnancy.
- D. For absence due to injury resulting from a physical assault.
- E. An employee using sick leave must inform the Superintendent or designee of the absence as soon as possible and not later than two (2) hours before the beginning of a shift, unless explicitly waived by the Superintendent or designee.

10.3 Certification

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

- A. When a bargaining unit member is absent, a report for such absence, signed by the bargaining unit member and his immediate supervisor, shall be completed by such bargaining unit member on a form supplied by the Board, which form shall be filed with the Treasurer within five (5) days following the last day of absence.
- B. If a bargaining unit member has received medical attention during his period of absence, his report must set forth the name and address of his attending physician and the dates when he was consulted. The filing of any willfully false statement by a bargaining unit member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

10.4 Expiration of Sick Leave

Newly hired employees and those who have no accumulated sick leave as of July 1 shall be entitled to five (5) days of sick leave, to be subsequently earned at the rate of 1.25 days per month.

At least five (5) days prior to a change by the Board of the employment status or insurance coverage of a bargaining unit member who is on sick leave and whose sick leave has expired, the Board shall notify the bargaining unit member of his options and responsibilities. At that time a bargaining unit member is officially notified that he has been granted a leave of absence, the Board shall notify the bargaining unit member of his options and responsibilities with regard to maintaining insurance and with regard to his return to duty. Such notifications as provided above shall be sent by certified mail, return receipt requested, to the last address provided the Board by the bargaining unit member as shown on the member's paycheck.

A. Voluntary Sick Leave Bank

Any bargaining unit member may contribute to the sick leave bank program from March 1 to March 31 and again from September 1 through September 30 of each school year by contributing up to five (5) sick leave days of the current year's sick leave to the sick leave bank on a form prescribed by the district Treasurer. This contribution period will only be opened when the number of days left in the sick leave bank falls below one-hundred fifty (150) as of the preceding June 30th.

In the event that the balance of days in the sick leave bank does not exceed one-hundred fifty (150) days, the contribution period to the sick leave bank may be reopened at other times, on an emergency basis, and only as agreed upon by members of the Sick Leave Bank Council.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days which may be granted. The SLBC shall consist of four (4) members as follows: the president of the OAPSE, one other OAPSE member, the Superintendent and the Treasurer.

The decision of the SLBC is final and binding and is not grievable under Article 13 of this contract.

The procedures of the sick leave bank shall be as follows:

1. All bargaining unit members may apply for use of additional sick leave days by application to the SLBC by submission of application to the Superintendent.
 - a. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - b. The SLBC shall formulate any regulations deemed necessary for the operation of this program.
 - c. The SLBC shall notify the district Treasurer of the sick leave bank awards. The district Treasurer shall be responsible for the accounting of sick leave bank days.
2. Bargaining unit members may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
 - a. their own accumulated sick leave days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under State Employees Retirement System and/or Workers' Compensation;
 - b. the bargaining unit member has been on unpaid leave for at least five (5) consecutive workdays. Exceptions to the five (5) consecutive workdays of unpaid leave may be agreed upon by the SLBC;
 - c. the bargaining unit member shall submit in writing to the SLBC, the reasons for the request for additional sick leave bank days along with attending physician's statement pertinent to the member's request.
3. Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.
4. The maximum number of days that can be granted to any bargaining unit member is thirty (30) working days per application. Upon request of the bargaining unit member, the SLBC may grant additional sick leave days if the request is justified.
5. Sick leave days shall only be used for the personal illness or injury of the bargaining unit member. These days shall not be granted for any other personal illness or injury, including the individual's immediate family.
6. No recipient shall be required to replace these days.

7. Any sick leave days given to the program shall be forever forfeited by the donating bargaining unit member.
8. The OAPSE or Superintendent, on behalf of the bargaining unit member, may also apply for use of the sick leave bank.
9. The sick leave bank is not intended to be used prior to, and its use shall not be construed as a condition for, disability leave under the State Employees Retirement System or Workers' Compensation.
10. The SLBC shall meet and render a decision within ten (10) days of receipt of request.
11. Unused requested days shall be returned to the sick leave bank.

10.5 Bereavement Leave

All bargaining unit members shall receive three (3) days of bereavement pay for a death in the immediate family as defined in 10.2. These three (3) days shall be chargeable to sick leave time. An additional two (2) sick days will be allowed if the death or burial occurs in a city located more than one hundred and fifty (150) miles from Delaware. These two (2) days are chargeable to either sick leave, vacation time or unpaid time off. The Director of Personnel shall be notified when a bargaining unit member intends to use these days on appropriate board forms.

10.6 Compensatory Time

Bargaining unit members may earn compensatory time in lieu of overtime payment, at the rate of one and one-half hours for every hour worked. Compensatory time shall be subject to the following limits and restrictions:

- A. Compensatory time shall be limited to thirty-two (32) hours per year per employee. For purposes of this Section, a "year" means the period from July 1 until June 30.
- B. An employee may not use compensatory time without his/her supervisor's approval.
- C. An employee must give his/her supervisor a two (2) day written notification before compensatory time may be used.

- D. A supervisor shall have the right to deny compensatory time due to demand, workload and other operational issues that require employees to be at work.
- E. Compensatory time may be used in lieu of sick leave only if an employee's supervisor has given prior approval to the employee's request. (Examples of when compensatory time may be used include for doctor's appointments, dentist visits and other permitted sick leave uses that, by necessity, occur during the normal working hours.) Compensatory time shall not be granted for same day call offs.
- F. Employees may not accumulate compensatory time from year to year, and compensatory time must be used before July 1 of each year.
- G. If an employee's supervisory denies a compensatory time request and, as a result, the employee is unable to use his/her remaining compensatory time balance before July 1 of a year, the Board will pay for the unused compensatory time hours at the employee's current overtime rate.

ARTICLE 11
LEAVES OF ABSENCE

11.1 Illness/Disability

- A. In accordance with the provision 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 bargaining unit members. The Board reserves the right to have a physician of their choice examine such bargaining unit member prior to his return to work.
- B. The Board of Education shall continue to carry, on payroll records, all bargaining unit members whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability. The bargaining unit member may elect to maintain insurance coverage by making monthly payments to the Treasurer in the amount of the 100% of the total monthly premium for medical, dental, and/or life insurance and administrative fee. The bargaining unit member must sign his choice to accept or reject such insurance coverage.

11.2 Worker's Compensation

If the basis for the approved leave of absence, after sick leave has expired, is the result of an allowed Worker's Compensation claim in which the Board of

Education was the employer, the Board shall continue to pay that portion of the hospitalization and life insurance premiums for the bargaining unit member involved in accordance with other sections of this Agreement during the period of such absence, provided: (a) Such period shall not exceed two (2) years, and (b) the bargaining unit member does not elect to take retirement including disability retirement through the School Employees Retirement System.

The payments by the Board provided in 11.2 shall be initiated and maintained in accordance with the following:

- A. The bargaining unit member or his designee must notify the Director of Human Resources in writing of any Worker's Compensation claim immediately of the injury resulting in the claim or the reactivation of a claim. In the event of such notification to the Director of Human Resources, the Board shall continue such payments for a maximum of one hundred twenty (120) days from the date of the injury while the claim or the reactivation of a claim is being processed.
- B. Failure to provide notifications required in (A) above will terminate the Board's responsibility to provide such insurance benefits.

Any bargaining unit member 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 bargaining unit member files a Worker's Compensation claim immediately after the injury and so notifies the Director of Human Resources in writing as soon as reasonably possible, but not later than thirty (30) days after the occurrence; and
2. The return is within one (1) year of the injury.

It is strongly suggested that the employee or their representative copy the above notice of the worker's compensation claim to the Local OAPSE President.

Any bargaining unit member 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.

All employees who claim to be unable to perform the duties of their job due to a work-related injury must use their available sick leave for the first five (5) work days of an absence following the alleged occurrence of that injury.

11.3 Assault Leave

Any member who is absent due to disability resulting from a clearly unprovoked or unjustified attack upon said member which occurred on Board of Education premises or while in attendance at an official school function or in the course of said member's employment or relating to school employment shall, subject to the approval of the Superintendent of Schools, be granted up to ten (10) working days assault leave. During such assault leave, said bargaining unit member shall be maintained on full pay basis. Such assault leave will not be deducted from the bargaining unit member's accumulated sick leave. The Superintendent or designee may extend the number of assault leave days based upon medical documentation.

Assault leave may not be granted under this provision unless the member in question:

- A. Has submitted a signed written letter justifying the granting and use of assault leave.
- B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from employment.
- C. Agrees to file criminal prosecution against the person(s) involved. Exceptions to this might include an attack by a mentally deranged person, where filing criminal charges would not be sound.

Falsification of the aforesaid signed statements shall be grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

11.4 Maternity/Paternity/Adoption

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

- A. Such request shall be submitted on the designated form to the Director of 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 adoptive agency.

- D. Such leaves shall be granted in six-month segments of January 1 through June 30 or July 1 through December 31. The requested duration of such leave shall be for the remainder of the six-month segment in which the leave commences and shall not exceed the two subsequent six-month segments. The bargaining unit member may submit a request to the Director of 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 bargaining unit member shall be returned to service on the requested date or the earliest date following when a vacancy occurs in bargaining unit member's classification, provided the Board would have otherwise filled that vacancy.
- E. The bargaining unit member shall notify the Director of Personnel in writing of his/her intention to return to service at least 120 days before he/she expects to resume his/her duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The bargaining unit member shall be informed of receipt of such notification of intent to return. Failure on the part of the bargaining unit member to comply with this regulation may be deemed by the Board as an automatic resignation.
- F. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting bargaining unit member has been arranged, the adopting bargaining unit member may request early reinstatement from leave and such request will be given priority consideration by the Administration.

11.5 Military Leave

A bargaining unit member shall be entitled to any military leave provided by O.R.C. 3319.085 and 5923.05 and shall retain all right and privileges granted by O.R.C. 3319.085 and 5923.05 arising out of the exercise of military leave.

11.6 Return From Leave

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.

11.7 Abuse of Leave Of Absence

No bargaining unit member shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the bargaining unit member is found to be

employed by another employer or to be self-employed while on leave, the bargaining unit member shall be given the opportunity to resign from Olentangy School System. If the bargaining unit member fails or refuses to resign, then the bargaining unit member may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

11.8 Jury Duty

Any bargaining unit member covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid his 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. The bargaining unit member shall remit to the Board all compensation received for such duty.

ARTICLE 12 EMPLOYEE DISCIPLINE

- A. Subject to Section 4.2 above, the employment of every employee shall be continuous until he:
1. resigns;
 2. retires;
 3. is laid-off in accordance with the negotiated lay-off policy;
 4. is disciplined or discharged for cause;
 5. fails to return to work by the end of the third workday after expiration of an approved leave of absence;
 6. fails to make timely acceptance of an offer of recall.
- B. An employee may be demoted, suspended without pay, or be given a working suspension by the Superintendent or designee or discharged from his job by the Board of Education for any of the following causes:
1. incompetency;
 2. inefficiency;
 3. dishonesty;
 4. drunkenness;
 5. immoral conduct;
 6. insubordination;
 7. discourteous treatment of the public;
 8. neglect of duty;
 9. any other acts of misfeasance, malfeasance, or nonfeasance in his job.

C. Procedure

1. Before implementing a suspension without pay, working suspension, demotion or discharge of an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct or other cause. At least 24 hours before this formal pre-disciplinary conference is held, the Superintendent or designee shall give the employee notice of the time, date, place and purpose of the conference. The employee has the right to be accompanied at the conference by a Union representative (OAPSE Field Representative, Local President or another bargaining unit member of the employee's choice). The conference will be scheduled as promptly as possible, but a conference which may result in a suspension, working suspension, demotion or discharge shall be delayed up to three (3) days for the OAPSE Field Representative to be present. If the Superintendent or his/her designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action.
2. Discipline should be to instruct as well as to correct and will be progressive in nature. Except when an alleged offense is serious enough to merit a higher form of discipline or discharge:
 - a. The first instance of misconduct by an employee may, at the discretion of management, result in a verbal reprimand.
 - b. A second instance of misconduct may, at the discretion of management, result in a written reprimand.
 - c. A third instance of misconduct may, at the discretion of management, result in suspension without pay or a working suspension, imposed by the Superintendent or designee.
 - d. Further misconduct thereafter may result in further unpaid or working suspension by the Superintendent or designee, demotion by the Superintendent or designee, or discharge by the Board.

3. When imposing a suspension without pay or working suspension by the Superintendent or designee or a discharge by the Board, the Superintendent or designee shall provide written notice of the action and grounds therefore to the employee and the Local President.

12.2 Conference

A. Performance Evaluation Plan

Any bargaining unit member determined to be improperly performing some facet of his duties and/or responsibilities may be conferenced by his superior(s). This conference shall indicate to the bargaining unit member exactly what is not acceptable, why such action is not acceptable, and exactly what action is acceptable. Such sessions shall be documented and signed by both parties (Employee and Supervisor). Any bargaining unit member who has been conferenced is entitled to a copy of the signed documentation upon request and may respond in writing if he disagrees with the conference report.

B. General Conferencing

Conference sessions shall primarily be used as a basis for job evaluations and/or successful completion of a probationary period. Such sessions shall be used to advise, suggest and recommend and shall not be considered as a form of disciplinary action affecting any bargaining unit member's personnel work record. The bargaining unit member may be accompanied by a Local Union Representative or an OAPSE Representative. Arrangements by a bargaining unit member for a representative shall not delay the conference, except that a pre-arranged conference involving the Director of Personnel be scheduled with at least two (2) days advanced notice.

12.5 Personnel File

- A. Each bargaining unit member shall have only one personnel file which shall be maintained in the Personnel Department of the Board.
- B. No material derogatory to a bargaining unit member's conduct, service or personality shall be placed in his official file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he had the opportunity to review such material by affixing his signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the material by the unit member shall be noted, but not preclude placing it in the file. The unit member shall have the right to submit a written response to such material and the response shall be attached to the

material in question.

- C. 1. The unit member shall have the right, within a reasonable time, upon written request to the Personnel Department, to review and obtain one copy of the material in the file excluding confidential pre-employment information, ratings, reports, or record which were obtained prior to the employment of the unit member involved.
- 2. In addition to the member, the Superintendent, immediate supervisor or other administrators who have justifiable employment reasons shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations.
- D. Records shall not be removed from the office of the Board.
- E. Any person who places written material or drafts written material for placement in a bargaining unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed on a personnel file shall indicate the date of such placement.
- F. 1. No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the bargaining unit member and evaluator.
- 2. Evaluations shall only be based upon the observation or knowledge of the evaluator. Under appropriate circumstances, a negative evaluation shall include specific recommendations for improvements. The bargaining unit member shall have the right to review an evaluation in accord with Section B above.
- G. Only the procedural aspects of this Article (not the substantive content of the evaluation) shall be subject to the grievance procedure.

12.6 Removal of Disciplinary Actions

Upon the request of the bargaining unit member, letters of discipline, reprimand, or suspensions will be removed after three (3) years if there has been no discipline of record during the three (3) years.

Any item may be removed if agreed upon by the bargaining unit member and Superintendent or designee after twelve (12) months.

ARTICLE 13
GRIEVANCE PROCEDURE

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all bargaining unit members and no reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of school bargaining unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Parties in Interest

The lodging of any grievance shall be the right of an individual bargaining unit member, group of bargaining unit members, or the Union. Grievance shall have the right to be represented at any grievance hearing only by a representative of the Union.

13.1 Grievance Procedure - Defined

A grievance is defined to be any question or controversy between any bargaining unit member or the Union with the Board involving:

- A. The interpretation or application of the provisions of this Agreement; or
- B. The discipline or discharge of any bargaining unit member.

“Work days” means Monday through Friday other than holidays for purposes of this Article.

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

Informal Conference

Within ten (10) calendar days after either an employee or the Union has reason to know of the incident which is the subject of the grievance, the employee involved (or the Union, as provided below) will request a conference with

maintenance/custodial supervisor, his designee. Such conference shall be held within five (5) workdays of the request. Within five (5) workdays after the informal hearing the maintenance/custodial supervisor, or his designee, will state his decision.

Forms for processing grievances shall be made available through all administrative offices in each building and the central administration office.

13.2 Grievance Steps

Each grievance shall be processed in the following manner:

Step 1. If the grievant is not satisfied with the informal meeting, he may submit the grievance in writing to maintenance/custodial supervisor within five (5) workdays of the disposition of the informal conference/hearing. Within ten (10) workdays after the grievance is submitted, a hearing officer chosen by the Superintendent or designee will discuss the grievance with the employee involved and attempt to resolve it. Within ten (10) work days after this discussion, the hearing officer will state his 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 grievance made by the hearing officer, he may, within ten (10) work days of his receipt of such decision, request such hearing officer to forward his grievance to the Superintendent of Schools, or his designated representative, who will schedule a hearing on the grievance within ten (10) work days of its receipt by him and will notify the bargaining unit member and the Union of the time and place of such hearing. Within ten (10) work days following such hearing, the Superintendent of Schools or his designee shall state his decision in writing, attach it to the grievance form, and forward a complete copy to the grievant.

Step 3. The Union may with mutual written agreement of the Board submit the grievance to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). The parties shall contact the local FMCS office and request the services of a mediator. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing to Step 4 shall be stayed until the end of the grievance mediation session.

Step 4.

1. In the event that the dispute has not been satisfactorily settled by the above steps of the grievance procedure, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Director or Assistant Director of Human Resources within ten (10) days of the union's receipt of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure:
2. Within five (5) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the American Arbitration Association to furnish the parties with a list of arbitrators. The parties shall select the arbitrator by the AAA Voluntary Rules. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one (1) grievance, multiple grievance arbitration by one (1) arbitrator at a single hearing shall be prohibited except upon specific and written agreement of the Union and the Board to do so. The sole exception to this is two (2) or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.
3. The jurisdiction and the authority of the arbitrator's award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from or modify the language herein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching

the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

5. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. Any settlement of a grievance that is mutually acceptable to the Union's and the Board's representatives shall be final and binding upon the grievant, the Union, the administration and the Board of Education.

6. 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 services, shall be borne by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party. The expense of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

The failure of the grievant to raise the grievance timely or 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 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.

The failure of the Board to respond within the time limits set forth in any of the previously mentioned steps shall entitle the grievant to proceed to the next Step.

13.3 Hearings

All grievance hearings shall be held during the Board established normal working hours of 8:00 a.m. - 4:00 p.m. unless more than two (2) bargaining unit members will be present at the hearing at the same time. 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 own behalf. A bargaining unit member shall not be represented or accompanied by any other representative but an official Union representative at any grievance hearing. A bargaining unit member may represent himself in Step 1 or in Step 2 of this procedure.

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

- A. The grievance involves bargaining unit members at more than one work location, or
- B. The grievance involves bargaining unit members in more than one department.

No recording, transcript or record of the proceedings shall be made by anyone not authorized by the arbitrator.

Copies of all written decisions of grievances shall be sent to all parties involved.

13.4 Reprisals

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

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

ARTICLE 14 LAYOFF, RECALL AND BID PROCEDURE

- 14.1 A. The Board may determine to layoff bargaining unit members due to lack of work, abolishment of positions, or a lack of funds.

- B. In the event of a layoff the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting shall be scheduled between the Board and the Union to discuss the reasons for the layoff, the affected bargaining unit members and the date of the layoff. In the event of a recall the Union will be notified as soon as possible.

In the event of a layoff and/or recall a rebid will be taken at least twenty-four (24) hours prior to the implementation of such layoff and/or recall.

- C. The Board shall layoff bargaining unit members within each affected classification. Within each such classification, the layoff shall be conducted on the basis of system seniority.
- D. When a bargaining unit member is to be laid off, the bargaining unit member shall have bumping rights over all members with less seniority within a lower paid classification in the member's classification "range" or "department." There are three classification ranges/departments: (a) Maintenance (Maintenance I, Maintenance II and Mechanical Lead); (b) Field Service (Field Service Technician and Head Field Service); and (c) Custodial (Custodian, Lead Custodian, Head Elementary Custodian and Head Middle School/High School Custodian). If a member cannot so bump, he/she also may bump into any position the member previously held with the District. Any bargaining unit member bumped shall then have the same bumping rights until the last senior person is laid off. A bargaining unit member may not use his bumping rights to obtain a promotion (a higher rated classification).
- E. The names of laid off bargaining unit members shall be maintained on a recall list. Vacancies shall be filled by classification of lay off in accordance with (B) for eighteen (18) months. However, before a position can be filled by a new hire, bargaining unit members laid off must be recalled to any vacancy within a lower paid classification in the member's classification "range" or "department." The classification ranges/ departments are the same as those listed in paragraph D of this Section. A member also shall have recall rights into any position the member previously held with the District. Within those eighteen (18) months, employees shall be recalled in the manner set forth in this paragraph, with employees eligible for recall in order of system seniority. The offer of recall shall be made by written notice sent to the bargaining unit member at his most recent address of record by certified mail. It is the bargaining unit member's responsibility to keep the Board informed of his up-to-date address. The bargaining unit member shall have ten (10) work days after the notice is mailed to accept the offer of recall and

report to work. If he does not report during such ten (10) day period, his name shall be eliminated from the recall list and the employment relationship between him and the Board shall cease.

ARTICLE 15
CONTINUOUS PERFORMANCE

15.1 No Strike Clause

The members of the Union agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. In the event that the Union or members violates this provision, they shall be subject to appropriate penalties by the Board; provided, however, that any disputes as to whether this provision has been violated shall be subject to the grievance procedure.

15.2 No Lockout

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 bargaining unit member, 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 the grievance procedure.

15.3 Initiation/Participation In a Strike

Any classified bargaining unit member 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 13.

15.4 Union Cooperation

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

ARTICLE 16
ALCOHOL, DRUGS, COMMUNICABLE DISEASE
(ADCD)

- 16.1 The Superintendent or designee may refer an employee to Employee Assistance per terms of the EAP provider if deemed appropriate. Such a referral shall not preclude or limit the rights of the Superintendent or Board with regard to discipline or discharge of the employee.
- 16.2 The Board may have an employee tested if the Board has reason to suspect alcohol or controlled substance job-related use or abuse. Such testing will be consistent with the ADCD agreement between the parties that was last revised on May 1, 1996 and any additional language formulated by the Board and the Union pursuant to Section 16.3 of this Agreement.
- 16.3 The Board and the Union shall establish an Alcohol, Drugs and Communicable Disease (ADCD) Committee consisting of six (6) members, three (3) members appointed by the Board and three (3) members appointed by the Union, to discuss ADCD issues. The purpose of the Committee is to formulate language that shall become a part of this Agreement.

The Committee shall meet at mutually agreed upon times, with the first meeting to be held within ninety (90) days after the effective date of this Agreement. To facilitate the Committee's purpose, it shall review and revise the ADCD agreement between the parties that was last revised on May 1, 1996. If the Committee cannot agree to such language, then it shall be a subject for subsequent negotiations.

ARTICLE 17
MISCELLANEOUS

17.1 In-Service Procedures

Classified bargaining unit members shall attend with pay 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 bargaining unit member or in a field of work to which said individual bargaining unit member might reasonably aspire. Such meetings may be scheduled during the regular working hours of the bargaining unit member, but it shall not be a requirement that such meetings be held during the bargaining unit member's assigned working hours. No bargaining unit member will be required to attend an in-service meeting during his vacation or holidays.

17.2 Labor Management Committee

There shall be established a committee of six (6) 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. Three (3) members of the committee shall be appointed by the Board and three (3) shall be appointed by the Union.

17.3 Educational Program

The Board may permit members of the bargaining unit to attend classes not in conflict with work schedules provided that the course is related to their primary work function for the Board of Education. If a bargaining unit member requests to attend a class, workshop or seminar that is related to his work function for the Board then the Board may agree to pay for the bargaining unit member's cost for such class workshop or seminar. If requested to attend such classes the Board shall reimburse 100% of the tuition/registration upon receipt of evidence of the successful completion of the class.

17.4 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 three (3) bargaining unit members appointed by the Union. Each party shall appoint a co-chair for the committee. The joint committee shall discuss: (1) improving the safety and security of the workplace; (2) appropriate training of bargaining unit members on safety and health issues, including training on new equipment; (3) safety protection; and (4) other relevant issues suggested for discussion by either party. It is acknowledged that the Union or a bargaining unit member may pursue any appropriate administrative process, such as the Ohio Department of Industrial Relations, to correct any unresolved safety issue. An individual may refuse to perform work which he reasonably believes in good faith, based on objective facts, presents an imminent danger of death or serious physical harm to the bargaining unit member, without being subject to discipline (other than pay deduction). Risks which reasonably can be expected to occur occasionally in job classification cannot justify a refusal to work.

17.5 Mileage Allowance

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.

17.6 First Aid

The Board will provide a First Aid Class at least once per year for school bargaining unit members. No charge will be made to the bargaining unit member for this class. A First Aid Kit shall be made available and maintained by the head custodian of each building.

17.7 Uniforms

- A. All bargaining unit members shall, upon completion of the probationary period, receive five (5) uniforms (pants and/or shorts and shirts) at Board expense. Uniforms shall be replaced every twenty-four (24) months except those bargaining unit members working in the maintenance department, which shall be replaced annually. Custodial employees who are required to perform some of the duties of a field service technician shall receive the same uniform as said classification.
- B. An annual allowance of \$35.00 for custodians and maintenance personnel shall be provided unit members. The allowance may be used for the purchase of safety items, including but not limited to: shoes, coveralls, gloves or boots. This allowance also may be used to pay for a portion of the costs of a member's criminal background checks. Unit members must submit a detailed receipt to the Board's Treasurer for reimbursement. Receipts for reimbursement must be submitted during the month of September each calendar year.

17.8 Bulletin Boards

The Union may provide one bulletin board in each building of the Board's for exclusive use by the Union. These bulletin boards shall be placed in a conspicuous place where they are available to all bargaining unit members. Notices posted on these bulletin boards shall be approved by the Superintendent or his designee prior to the material being posted.

ARTICLE 18
JOB DESCRIPTION/CLASSIFICATION

18.1 Job Description

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.

A classified bargaining unit member shall not be assigned work in violation of the bargaining unit member's job description. In the event that the Board assigns work to a bargaining unit member which the Union contends is a violation of this Section, the Board, upon certification from the Union, shall meet with the Union to discuss whether there has been a change in working conditions for a bargaining unit member. If the Board and the Union are unable to satisfactorily resolve a dispute concerning a question of whether there has been a change in working conditions for an bargaining unit member, the Union may, within ten (10) calendar days after the Board and the Union meet, pursue the matter through the grievance procedure starting at the Board level.

18.2 Creation of New Classification/Second And/Or Third Shift

When the Board determines to create a new bargaining unit classification, (job descriptions and salary range) and/or the implementation of a second and/or third shift the Board will negotiate with the Union pursuant to the terms of Article 18 of this Agreement.

18.3 Evaluation

Employees shall be evaluated in writing annually. The evaluation instrument will be reviewed every two years by the Labor Management Committee.

ARTICLE 19
NEGOTIATION PROCEDURES

- 19.1 A. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C)(2) - (6) and any other procedures to the contrary.
- B. The duty to bargain between the Board and the Union shall be limited to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement. The obligation to bargain does not

mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

- C. The collective bargaining representatives of each party shall consist of no more than four (4) individuals. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue.
- D. Negotiations may be initiated by either the Union or the Board by notifying the other party in writing not earlier than one hundred and twenty (120) calendar days, nor later than ninety (90) calendar days, before the expiration of this Agreement.
- E. Within fifteen (15) days of the request, the parties shall meet and submit full proposals in writing. No additional items may be added to future meetings without mutual consent.
- F. The Board and the Union, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counter proposal or a response to a proposal which is a legitimate subject of bargaining.
- G. While negotiations are in progress the following are in effect:
 - 1. Caucus - The chairman of either group may recess his group for independent caucus of reasonable duration at any time.
 - 2. Protocol - No action to coerce, or censor, or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
 - 3. Item Agreement - As negotiation items receive tentative agreement, they shall be reduced in writing, dated and initialed by each party.
 - 4. Schedule of Meeting - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

H. When a complete Agreement is reached, each party's representatives shall recommend the adoption of such Agreement to the appropriate bodies. When approved by the Union and the Board, the Agreement shall be a binding Collective Bargaining Agreement and shall supersede any Board policy, rule or regulation. If any specific provision of this Agreement is invalidated by court ruling by a court of competent jurisdiction or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

I. If on unresolved issues tentative agreement is not reached, either party may declare a bargaining impasse. Within five (5) days of declaration of impasse, a minimum of one (1) meeting must be held to identify these unresolved issues. Either party may contact the Federal Mediation and Conciliation Service (FMCS) and request the assistance of a mediator.

Mediation, as described herein, constitutes the parties' dispute resolution.

J. Nothing in this Article shall be read to prohibit the Union, after ten days written notice, from striking after expiration of the current agreement, in accordance with O.R.C. 4117.14(D)(2).

K. "Days" when used in this Article means calendar days unless otherwise noted.

L. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one copy by the Union. Within thirty (30) days after the execution of this contract, the Board of Education shall print or duplicate and provide, without any charge, a copy of this contract to every bargaining unit member in the bargaining unit. Any bargaining unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Board, without charge, at the time of employment. Each bargaining unit member in the bargaining unit shall be provided by the Board of Education, without charge, with a copy of any written changes agreed to by the parties of this Agreement during the life of this Agreement.

M. Management Orientation

The Board of Education shall conduct orientation sessions on this Agreement for management and supervisory bargaining unit members.

ARTICLE 20
JOB SECURITY

20.1 Use of Non-Bargaining Unit Employees

The Board shall not sub-contract any bargaining unit work during the term of this Agreement which causes a layoff of any bargaining unit member or any reduction of normal work hours. The Board shall retain the right to contract any work which does not violate this Section.

The parties agree that at such times as conditions beyond the control of the Board occur, or when there is a reasonable necessity of having maintenance work done quickly, the Board may have the work performed by others, without prejudice to the rights of either party.

When there is a question as to whether or not any specific work comes under the provisions, the bargaining unit members shall have the right of immediate conference with management and the parties agree to make every effort in good faith to resolve the difference to the mutual satisfaction of all parties; and in the event that cannot be done, the bargaining unit members shall have the right to have the dispute promptly settled under Article 13 of the Agreement.

20.2 Study Programs

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 bargaining unit members of the Board, or be used to reduce the hours of bargaining unit members of the Board, or the hiring of full-time and/or part-time bargaining unit members.

ARTICLE 21
INSURANCE

21.1 A. Insurance

1. Section 125 Cafeteria Plan. The Board will implement a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.

2. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages for medical, dental, life insurance and/or optical:

Option 1 95% (94% effective July 1, 2004) of the total premium for single coverage when the bargaining unit member elects to participate in single medical, single or family dental, and life insurance.

Option 2 91% (90% effective July 1, 2004) of the total premium for single coverage when the bargaining unit member elects to participate in single medical, single optical, single or family dental and life insurance.

Option 3 81% (80% effective July 1, 2004) of the total premium for family coverage when the bargaining unit member elects to participate in family medical, family or single dental, family optical and life insurance. The Board, in its sole discretion, may determine or change the plan and benefits level, after meeting and conferring with the Union, to the same level as the plan available to a majority of Olentangy employees.

B. Term Life Insurance

Term life insurance for each bargaining unit member will be available on the following basis:

<u>Salary on Adopted Salary Schedule</u>	<u>Amount of Term Life Insurance</u>
Up to - \$20,000	\$30,000
\$20,001 - \$30,000	\$40,000
\$30,001 - and above	\$50,000

C. Liability Insurance

The Board will furnish Liability Insurance for bargaining unit members as provided under the Board's Liability insurance policy.

21.2 School Employees Retirement System (SERS) Pick-Up

Board "pick-up" of a unit member's share of SERS contributions shall continue at the rate of bargaining unit member contribution established by SERS. The "pick-up" will be at no cost to the Board and is solely for the purpose of reducing current tax for unit members. The "pick-up" will remain in effect so long as Revenue Ruling No. 770462 remains unchanged. Unit members are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE 22
SALARY SCHEDULES

22.1 During the term of this Agreement the normal progression on the salary increment schedule, affecting employees working in one (1) of the designated positions, shall be as follows: See attached schedules. Maintenance Class II is for positions where the posting requires one or more of these licenses -- waste water I, refrigerant recovery, or pesticide applicator.

22.2 Wage Schedules

During the term of this Agreement bargaining unit employees shall be paid in accordance with the wage schedules listed in Section 22.1. Employees who were on or above fifteenth (15th) step of the wage schedules during the 1998-99 school year shall be entitled to an additional ten cents (10¢) for each additional year of service from the sixteenth (16th) year of service to the twenty-second (22nd) year of service.

22.3 Step Increases

Step increases shall be effective on the first day of July following the completion of one (1) year, or any portion of a year.

22.4 Promotion

Whenever a bargaining unit member receives a promotion which results in an assignment to higher pay range by the terms of this Agreement, that person shall be placed on the new pay range at the same salary step that he was in previously at the time of the promotion.

22.5 Pay Plan

All bargaining unit members will be paid twenty-four (24) pays per year, with pay dates on the 10th and 25th of each month. If a pay date falls on a non-working day, employees will be paid the day before the regularly scheduled pay date, unless such day is a bank holiday, in which case employees will be paid one day earlier. Members will be paid in accordance with the schedule currently in effect. All employees hired on or after July 1, 2003, will be on direct deposit. All bargaining unit employees will be on direct deposit after June 30, 2006. If an employee is unable to secure an account to receive the direct deposit, the Treasurer, union and employee will confer to try to resolve the issue.

22.6 Shift Differential

The District will continue paying a shift differential. Employees working second shift will receive \$.15 per hour. Employees working third shift will receive \$.20 per hour.

ARTICLE 23
SAVINGS CLAUSE

23.1 This Agreement supersedes all former Agreements and constitutes the entire agreement of the parties.

23.2 Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members to the extent this Agreement specifically addresses a matter relating to such wages, hours, terms or conditions of employment. In the event Olentangy Local School District becomes a city school district during the term of this Agreement, the employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of any city or its civil service commission except for the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointment from the eligible lists. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 24
WAIVER OF NEGOTIATIONS

24.1 The Board and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collectively bargaining/negotiations and that the understandings of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

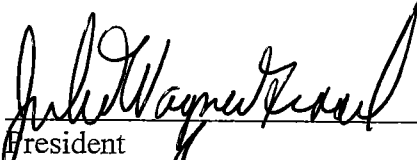
This Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

ARTICLE 25
DURATION OF AGREEMENT


- 25.1 This Agreement shall be effective as of 12:00 A.M. July 1, 2010 and shall continue in full force and effect until midnight, June 30, 2011.
- 25.2 All Negotiations and dispute resolution procedures shall be handled in accordance per Article 19 of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above-mentioned.

Board of Education
Olentangy Local Schools



President

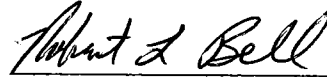


Superintendent

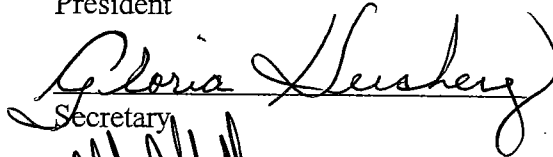
Negotiator Representative

Negotiator

Local #039
Ohio Association of Public School
Employees/AFSCME
Local 4/AFL-CIO



President



Secretary



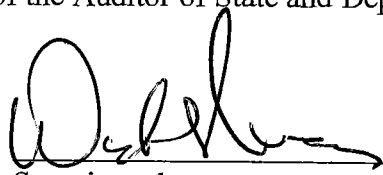
OAPSE Field Representative

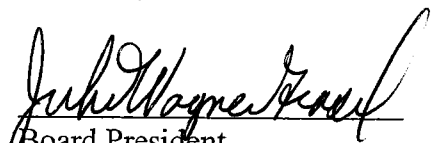
**R. C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Re-Opener Agreement between the Board and the Ohio Association of Public School Employees and its Local No. 039, effective from July 1, 2010 through June 30, 2011.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Superintendent


Board President

July 1, 2010