

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME LOCAL
4/AFL-CIO, LOCAL #222

Effective through
June 30, 2022

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Article 1 - Recognition

- 1.01 The Olentangy Local School District Board of Education (the “Board”) recognizes the Ohio Association of Public School Employees, AFSCME, Local 4, AFL-CIO, as the exclusive representative of all regular full and part-time employees employed as Intervention Aides. All other employees; all management employees; supervisors; and confidential employees as defined by Ohio Revised Code Chapter 4117; and substitute, seasonal and casual employees as defined by SERB are excluded.
- 1.02 The “Board” includes the Olentangy Local School District Board of Education and all administrators and supervisors with authority to act on its behalf.

Article 2 - Non-Discrimination

- 2.01 There shall be no discrimination or intimidation by the Board or the Union against any unit member as a result of, or because of such Member’s race, color, creed, sex, age, national origin, disability as qualified by law, or membership/non-membership in the Union.

Article 3 - Negotiations

- 3.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than May 1 nor earlier than March 15 of the year in which this Agreement expires. Notification from the Association shall be to the Superintendent and notification from the Board shall be to the Association President.
- 3.02 The parties shall set a date for an initial meeting which will be no later than thirty (30) days after receipt of the initial notice unless a different date is mutually agreed upon.
- 3.03 Typed proposals shall in form and detail specify that to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party’s initial proposals will become a part of any successor agreement.
- 3.04 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules.

Meetings shall be closed to the press and the public.

Either party may caucus. Caucuses shall not exceed 30 minutes or occur at the start of meetings except by mutual agreement.

Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.

Except in the event of inclement weather, meetings shall not be cancelled without a 48-hour notice.

At the end of each meeting, the date, time and location of the next meeting will be determined.

- 3.05 Each team shall bring up to four people to the table plus up one (1) consultant. Members of each team shall be introduced at the first meeting. The teams are not subject to change. Traditional bargaining will be used. Nothing in this agreement shall limit consultation away from the table with others knowledgeable on specific subjects/issues at any time.

Meetings shall consist of no fewer than three established members from each team.

- 3.06 Each party may communicate with its members. Neither party can contact the news media or use social media to communicate about bargaining proposals, language or bargaining procedures, unless and until such time that an impasse occurs. After impasse, if either party issues communications about bargaining, it will copy the other party at the time of publication.

- 3.07 Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Association for ratification and thereafter promptly submitted to the Board for ratification. Upon such ratification by both parties, the successor agreement will be executed.

- 3.08 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service or SERB. The mediation period will end with the expiration of this Agreement unless extended to some subsequent date certain by mutual agreement. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. Upon expiration of the mediation period provided for above, the Board may implement its last offer and the Association may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

Article 4 - Term

- 4.01 This contract shall be effective upon ratification by the Union's membership and

adoption by the Board of Education and remain in full force and effect for a term through June 30, 2022.

Employees shall receive a two and one-half percent (2.5%) base wage increase to the schedule in Exhibit A (Pay Rates), effective for the 2021-2022 contract year.

Article 5 - Board of Education Rights

5.01 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 workforce;
- 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 6 - Union Representation

6.01 By August 1st of each school year, the Union must give the Superintendent or designee written notice of the Union's officers and grievance committee and update that information in writing if it changes during the school year.

The Board agrees to permit Union staff representatives, who are not unit members, access to the District premises and equipment during normal working hours for the

purpose of conducting Union business. Such staff representatives also shall be permitted access to the Board's facilities before or after normal business hours in order to attend any scheduled Union meeting or consult with a unit member prior to or at the completion of the member's scheduled workday. The Union agrees that such visitations shall not unreasonably interfere with the work duties of the unit members. All Union representatives entering the Board's facilities during normal working business hours shall notify the Superintendent before entering onto District property.

The union president will have up to forty-five (45) minutes of paid time (if applicable), up to four (4) times per school year to meet with new hires for Union Orientation.

The Union may use District buildings and equipment as follows:

- A. The Union shall have the right to use buildings for Union meetings when the particular building is not otherwise in use and no additional cost is needed for custodial time.
- B. The Union will give advance written notice to the Director of Business and Facilities 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 Union may use school telephones, typewriters, computers, copiers and audio-visual equipment, provided they are not being used or are not required for any school business or activity upon prior notice to administration.
- D. The Union may not use school property, equipment, or supplies in the preparation of or in conjunction with a work stoppage, work slowdown, or a strike.
- E. The Union will provide all supplies and shall promptly pay for all long distance calls, cell calls, and any tax attributable to the Union's long distance or cell calls.
- F. The Union will assume financial responsibility for any loss or damage to school equipment that is caused by Union use.

The Union has the right to use the regular intra-district mail service. The Union may use designated space on a bulletin board in buildings for Union related communications and notices. If not currently available, the Union may provide one bulletin board in each building where bargaining unit members work for exclusive Union use. These bulletin boards shall be placed in a place where they are available to all bargaining unit members.

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

The Board shall allow the Union President or Vice President to address new bargaining Unit Members for a reasonable period of time not to exceed twenty (20) minutes at a professional development for bargaining unit members.

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

6.02 OAPSE District Day

Bargaining unit members who are OAPSE members may use personal leave 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.

6.03 OAPSE Annual 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 Conference, as provided: the Local President or designee plus one delegate for each one-hundred bargaining unit members or fraction thereof. Additional bargaining unit members may be granted a three (3)-day leave of absence without pay to attend the OAPSE Annual Conference, if sufficient substitutes are available. Delegates may attend the conference only after a Professional leave request form is submitted at least thirty (30) days prior to such conference and written approval has been received before the absence from the Chief Operations Officer or designee.

6.04 Election to State Office

If a member of OAPSE Local No. 222 is elected to the position of OAPSE State President, Vice President or 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. Payroll will not be adjusted but OAPSE will reimburse the District for the pay for those days.

Article 7 - Continuous Performance

7.01 The members of the Union agree that they will neither cause nor sponsor any strike, slow down, or other work stoppage, nor honor any picket line during the term of this Agreement. In the event that the Union or members violate 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 by way of a timely grievance challenge to the penalties.

- 7.02 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 the Board employees who are not members of the bargaining unit, school year members 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 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 calendars. 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.
- 7.03 Any 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 questions of such participation shall be subject to the grievance procedure set forth in the Contract.
- 7.04 The Union will make every reasonable effort to prevent or terminate violations of this Article by itself or its members.

**Article 8 - Reduction In Force and
Temporary Pandemic Leave**

- 8.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized.
- The Board may determine to layoff bargaining unit members due to lack of work, abolishment of position, or a lack of funds.
- In the event of a layoff, the Board shall notify the Union. Thereafter, a meeting shall be scheduled between the Union and the Board 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.
- The Board shall layoff unit members on the basis of seniority, provided a bargaining unit member with an Improvement Plan will be deemed to have lower seniority than unit members without an Improvement Plan.
- The names of the laid off unit members shall be maintained on a recall list. Vacancies shall be filled by order of seniority from the recall list for twenty-four (24) months. Laid off unit members must be recalled to such a vacancy before the position can be filled by a new hire. The offer of recall shall be made by written notice sent to the unit member at his or her most recent address of record by certified mail. It is the unit member’s responsibility to keep the Board informed of his or her up-to-date address. The unit member shall have ten (10) calendar days after the notice is mailed to accept

the offer of recall in writing and report to work. If he or she does not accept in writing and report during such ten (10) day period, his or her name will be eliminated from the recall list and the employment relationship between the unit member and the Board shall cease. The Board shall determine whether a vacancy exists and when to post a vacancy.

If the Board is affected by state or federal legislation or by an order or directive by the Governor of Ohio, Ohio Department of Health, local health department or federal authorities that causes schools to be closed for students, the Superintendent/designee may place some or all bargaining unit employees on an unpaid leave of absence (Pandemic Leave) while schools remain closed. On these days, the employee will not be obligated to work, and the employee will not be paid. However, they shall not lose seniority and shall remain eligible for health insurance benefits, provided they continue paying the employee's share of premium costs. The Board will make reasonable, good faith efforts to assign additional duties or schedule required professional development in a manner to avoid or minimize the use of Pandemic Leave.

The operation of this Paragraph will reduce the employee's total work days during that school year and will reduce the employee's pay by a corresponding per diem amount. To the extent reasonably feasible, this reduction in pay will occur by payroll proration over the course of the employee's regular pays during the school year. If the Superintendent/ designee places only certain employees within a classification on Pandemic Leave, employees will be placed on leave based on reverse seniority, with the least senior employees placed on Pandemic Leave first.

The Superintendent/designee will provide at least 10 work days' written notice to the Union and affected employees before Pandemic Leave begins. The Superintendent/ designee shall offer to meet with the Union president to discuss the expected duration of Pandemic Leave and other terms. No employee shall be placed on Pandemic Leave for more than sixty (60) total work days in a school year, and the job duties of an employee on leave shall not be contracted out or performed by any non-bargaining unit employees. The Board will make reasonable, good faith efforts to place employees returning from Pandemic Leave in the same position and assignment held prior to the leave.

This specifically supersedes all conflicting provisions of R.C. Chapter 3319. This temporary furlough paragraph shall automatically expire on December 31, 2021.

Article 9 - Posting and Bidding

- 9.01 When a vacancy occurs in the Intervention Aide classification, notification of the vacancy shall be posted on the District's website for a minimum of three (3) workdays. All bargaining unit members will receive e-mail notice of the vacancy. The Superintendent shall determine when a vacancy exists and whether it shall be filled.

In filling the vacant position, the Superintendent shall offer the position to the bidder (internal or external) he/she deems the most qualified for the position.

Article 10 - Licensure and Professional Development

10.01 Intervention Aides shall be responsible for the costs of associated with obtaining or renewing an aide certificate required by the Ohio Department of Education to perform the duties of the position.

The student's individual education plan (IEP) or summary (IEP at a Glance) shall be available for review by the employee responsible for any part of that student's care. Such review must occur on District premises and be solely related to instructional purposes.

Intervention Aides shall receive no less than the equivalent of two (2) days of professional development/training during each school year. These training hours will be paid at the employee's regular rate of pay. Based on operational needs, additional professional development/training may be required of aides on a group or individual basis. All additional mandatory training occurring outside of the employee's regularly-contracted work hours will be paid at the regular rate or at the overtime rate if the training causes the employee to exceed forty (40) hours in a week.

Intervention Aides are not required to obtain a Commercial Driver's License (CDL).

Article 11 - Criminal Background Checks

11.01 The parties acknowledge that Section 3319.39 of the Revised Code requires the Board of Education to conduct a criminal records check for school employees.

If the records check on such person discloses a conviction or guilty plea that disqualifies the person from employment the following procedure shall be followed:

- A. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Chief Operations Officer or designee shall give the person and Union President a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to Section 3319.39 of the Revised Code.
- B. The Chief Operations Officer or designee shall hold a conference promptly with the person who is subject to an adverse criminal records check and a Union representative and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law. The Chief Operations Officer or designee shall allow the employee to offer evidence of rehabilitation if the conviction is subject to rehabilitation under the law.
- C. The Chief Operations Officer or designee then shall determine whether the

statute requires the release of the employee and shall notify him/her of the decision in writing. The notice shall contain the effective date of the release, and the release shall become effective at the time specified.

Article 12 - Field Trips

- 12.01 The Board will pay or reimburse bargaining unit members for admission fees and mileage costs incurred through the member's attendance at a District-approved field trip.

The Board will pay members for hours worked during field trips, pursuant to state and federal wage and hour laws.

Article 13 - Hygienic Training

- 13.01 The Board will provide bargaining unit members with proper training when assigning duties that involve hygienic and/or medical tasks. To the extent feasible, this will be done before the assignment is given, but not later than when duties are assigned.

Article 14 - Lunch Periods

- 14.01 All employees regularly scheduled to work at least six (6) hours per workday shall be entitled to a thirty (30) minute uninterrupted, paid lunch period per workday. The member will not be responsible for the supervision of any students during the lunch period.

Article 15 - Seniority

- 15.01 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:
- A. Date employee began working in a bargaining unit position;
 - B. Date of Board approval to hire employee for a bargaining unit position;
 - C. Date employee initially applied for their current position.

The length of service attributable to employment in a position excluded from the bargaining unit shall not be included in the computation of seniority.

- 15.02 The Board agrees to maintain a seniority list of all members in the bargaining unit by including name and date of employment. A seniority list of all bargaining unit members will be furnished to the Union. The list will be updated and posted each year on July 1.
- 15.03 Bargaining unit members on an approved leave of absence or on layoff shall retain all lawful rights of seniority as provided in this article.

- 15.04 Bargaining unit members shall be regarded as having an interruption in continuous service in the District, and shall lose accrued seniority, for any of the following reasons:
- A. Dismissal;
 - B. Resignation;
 - C. Retirement;
 - D. Failure to timely report to work following a recall notice conforming with the requirements in Article 9, Reduction in Force;
 - E. Failure to return to work within five (5) workdays of the end of an approved leave.
- 15.05 If a bargaining unit member is dismissed and subsequently reinstated through a proper appeal, all seniority rights shall be restored as if dismissal had not occurred. The bargaining unit member shall be reinstated in insurance programs on the basis that exists at the time of reinstatement.

Article 16 - Job Security

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

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 the grievance provisions of the Agreement.

Article 17 - Leaves

- 17.01 **Sick Leave and Severance**

- A. Every regular 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 unpaid leave of absence. Unit members may use sick leave in increments of a full day or one-half day. Unused sick leave shall be cumulative to three hundred and fifteen (315) days. A paid holiday shall not be charged against the earned sick leave of a regular Unit Member.
- B. Sick leave with pay may be used only for absence due to:
 - 1. The member's personal illness, injury, or exposure to contagious

diseases, which could be communicated to other employees or students.

2. Illness or injury of a member of the unit member's immediate family. For the purposes of this Section, "immediate family" is defined as father, mother, brother, sister, spouse, child, grandchild, parent-in-law, or any member of the household who has stood in the same relationship with the Member as any of the above. The member of the immediate family must reside in the home of said Member or live alone outside the home of said Member, and be without a caregiver. For death in the immediate family, the immediate family is defined as the death of the mother, father, brother, sister, son, daughter, spouse, grandmother, grandfather, aunt, uncle, grandson, granddaughter, mother-in-law, father-in-law, son-in law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents of the said Member.
 3. If a Unit Member is absent not more than three (3) consecutive work days, the Unit Member must report the absence required by this Agreement in order to be eligible for sick leave with pay for such absence.
 4. If a Unit Member is absent in excess of three (3) consecutive work days or the supervisor notes a repeated pattern of absence (*e.g.* Mondays, Fridays, days before/after holidays or break), the Unit Member must provide his or her building principal with a doctor's certificate setting forth the identity of the patient, the medical necessity for the bargaining member's absence, the date(s) of treatment and the return to work date, in order for the Unit Member to be eligible for sick leave with pay for such absence.
 5. The Board may require a doctor's statement from an employee or have an employee examined by a Board-designated doctor at Board expense to justify sick leave where the absence has exceeded three (3) days, where abuse is suspected, where there is a pattern of use, or if there is a question about return to work date, ability to do the job, or concern about the length of projected illness.
 6. For use of sick leave for death in the immediate family (as defined in this article), the employee must supply information satisfactory to the Board of the death and the relationship, with use limited to three (3) days unless more days are explicitly authorized.
 7. Personal illness related to pregnancy.
- C. Certification required in case of sick leave is as follows:

1. When a Unit Member is absent, a report for such absence, signed by the Unit Member and his or her immediate supervisor, shall be completed by the Unit Member on a form supplied by the Board and shall be filed with the Supervisor within one (1) day following the last day of absence.
 2. If a Unit Member has received medical attention during his or her period of absence, his or her report must set forth the name and address of his or her attending physician and the dates when he or she was consulted. The filing of any false statement by a Unit Member shall be considered by the Board as grounds for disciplinary action or discharge in such form and manner as the Board may deem advisable. Newly hired employees shall be entitled to five (5) days of sick leave, to be subsequently earned at the rate of one and one-fourth (1-1/4) days per month.
 3. Each unit member who has exhausted all of his/her sick leave, provided there is a reasonable expectation the member will return to work after the sick leave is advanced, shall be credited five (5) days of sick leave (but no more than once per year), which may be used in case the member is unable to work because of personal illness or death in his/her immediate family, after beginning his/her employment but before the member has accumulated that amount of sick leave. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which the member may accumulate. No unearned sick leave shall be credited to the member in a school year if he/she has not fully earned back a previous credit of sick leave.
- D. Upon an employee's retirement from service with the Board, if the employee has had at least five years' service immediately prior to retirement with the Board, the employee's accumulated sick leave shall be converted to severance pay by taking the total number of accumulated sick leave days (up to a maximum of 300 days) multiplied by .30, multiplied by the employee's regular number of work hours per day in the school year immediately prior to retirement, multiplied by the employee's regular hourly rate (maximum of ninety (90) days' pay).
- E. This Article supersedes and replaces R.C. 3319.141 and constitutes the sole and exclusive basis for any claim by an employee against the Board for accumulation of sick leave, use of sick leave, or severance pay.
- F. Employees who use zero (0) days of sick leave shall receive a perfect attendance payment of \$500 per contract year. Bereavement leave will not count against eligibility for this payment.

17.02 Voluntary Sick Leave Bank

Any bargaining unit member may contribute to the sick leave bank program from September 1 through October 1 of each school year by contributing up to two (2) 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.

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 and/or designee of the OAPSE Local, one other OAPSE member, the Superintendent and/or designee and the Treasurer or designee. The decision of the SLBC is final and binding and is not grievable under this contract.

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

- A. 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 or designee.
 1. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.
 2. The SLBC shall formulate any regulations deemed necessary for the operation of this program.
 3. 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.
- B. Bargaining unit members may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
 1. their own accumulated sick leave and personal days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under the State Employees Retirement System and/or Worker's Compensation;
 2. 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;
 3. 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.

Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.

The maximum number of days that can be granted to any bargaining unit member is thirty (30) working days per application. No bargaining unit member will be granted more than sixty (60) working days per school year from the sick leave bank, regardless of the number of applications. However, upon request of the bargaining unit member, the SLBC may grant additional sick leave days if the request is justified.

Sick leave bank days shall only be used for the catastrophic 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.

No recipient shall be required to replace these days.

The OAPSE Local President or Superintendent, on behalf of the bargaining unit member, may also apply for use of the sick leave bank.

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 Worker's Compensation. The SLBC shall meet and render a decision within ten (10) days of receipt of request.

- C. Unused requested days shall be returned to the sick leave bank.

17.03 Personal Leave

- A. Employees shall be entitled to have up to three (3) paid days of absence each school year (see proration below).

Unused personal leave may be accumulated up to five (5) days beginning in the 2020-2021 school year. No more than three (3) consecutive personal days may be used in any contract year. No more than five (5) total days may be used in any contract year.

The employee must submit a personal leave request form to his or her building principal at least seventy-two (72) hours before the day of requested leave unless an emergency exists. The principal shall provide the employee written notice at least two (2) workdays after receiving the request unless an emergency exists, stating if it is disapproved, but approval may be cancelled due to insufficiency of substitutes to cover the work. When no prior notice of disapproval is given, the employee shall deem his/her request is approved for said leave.

Personal leave shall not be granted to more than one (1) employee working in

the same unit or more than two (2) employees working in the same building on the same day, and shall not be available on the day immediately preceding or immediately after a school break or holiday, or the first five (5) or last five (5) student attendance days of the school year and shall not be granted if there are not sufficient substitutes to cover the work after reasonable efforts by the Board to obtain substitutes. The Superintendent or designee retains sole discretion to determine whether a situation warrants the use of personal leave before or after a holiday, except that the Superintendent or designee cannot act arbitrarily or capriciously. The denial of personal leave may not be grieved.

- B. For proration purposes, an employee hired into the bargaining unit during the first sixty (60) days of the school year shall have three (3) days of personal leave that school year; an employee hired after the sixtieth (60th) day shall have two (2) days of personal leave that school year; and an employee hired on or after the one hundred twentieth (120th) day shall have only one (1) day of personal leave that school year.
- C. Personal leave must be used in at least quarter (1/4) day increments.
- D. An employee's unused personal leave shall automatically be rolled over to his or her accrued sick leave at the end of each school year or if the employee chooses, he/she may opt for payment at the rate of ninety-four dollars \$94.00 for each unused personal leave day.
- E. This Article is in lieu of and replaces R.C. 3319.142.

17.04 Jury Duty/Court Leave

Any 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 or her base rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick or personal leave.

The Board shall grant a member of the bargaining unit leave with pay to serve as a witness if subpoenaed in a work-related matter not adversarial to the Board or if requested by the Board to appear on its behalf.

17.05 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.

17.06 Bereavement Leave

All bargaining unit members shall receive three (3) days of bereavement pay for a

death in the immediate family as defined in this article. These three (3) days shall be chargeable to sick leave time. An additional two (2) days of bereavement leave will be allowed if the death or burial occurs in a city located more than one hundred and fifty (150) miles from Delaware, Ohio. These two (2) days also are chargeable to sick leave. The Chief Operations Officer or designee shall be notified when a bargaining unit member intends to use these days on appropriate board forms.

Article 18 - Holidays

18.01 The following days are recognized holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Christmas Eve Day

18.02 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 Unit Member otherwise eligible for holiday shall be paid the equivalent of one day's pay at his or her regular rate for such holiday in addition to his or her normal pay for that day.

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

18.04 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 Unit Members shall not be reduced in number except as provided in this article.

18.05 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.

Article 19 - Calamity Days

- 19.01 Employees who do not work on a calamity day shall receive their regular rate of pay for the first five (5) calamity days and do not have to make up those days. Thereafter, the Superintendent in consultation with the Union President will determine how employees make up days beyond the first five (5) calamity days by performing regular job duties, special duties, remote/teleworking duties, or participating in professional development. Employees will be paid but not required to report only if there is a Level 3 weather emergency in Delaware County or the county where the employee lives.

**Article 20 - Unpaid Leaves of Absence for
Non-Medical Reasons**

- 20.01 Intervention Aides who have been employed by the Board for at least five (5) years may request unpaid leave as follows:

- 20.02 Long-term unpaid leaves of absence.

“Long-term unpaid leave of absence” is defined as an unpaid leave of absence exceeding five (5) consecutive scheduled workdays which is not covered by any other provision of this Agreement. A long-term leave of absence can only be approved by action of the Board. The Board may grant a long-term leave of absence for any reason judged good and just by the Board.

- 20.03 Short-term unpaid leaves of absence.

Short-term leave of absence” is an unpaid leave of absence consisting of one (1) or more consecutive workdays not exceeding five (5) days. An unpaid leave of absence sometimes may consist of a combination of personal leave days and one or more unpaid leave days, not exceeding a total of five (5) unpaid leave days. Unpaid leave of one (1) to five (5) days per occurrence (an "occurrence" being consecutive days of absence) may be approved by the Superintendent or designee for compelling personal or other reasons. Sometimes Aides may need one (1) or more unpaid leave days which, when used with one (1) or more personal leave days, will result in a total of two (2) to eight (8) consecutive days of absence. An absence of two (2) to eight (8) consecutive work days using one (1) or more unpaid leave days, with or without one (1) or more days of personal leave will be approved by the Superintendent or designee, but only on the following basis: (a) the Aide has at least five (5) consecutive years of active service (consisting of at least 120 days on the job) for the District immediately preceding the school year for which the request is made; (b) the Aide may only seek such a leave once every five (5) years; and (c) the Aide must have an absence rate of no greater than an average of seven (7) days during the last three (3) years and no greater than seven (7) days pro rata during the school year in which the leave request is made (up to the date when the request for leave is

submitted). Jury duty, long term medical leave, union release time and military leave will not count as absenteeism for this purpose; all other leaves, whether approved or unapproved, shall count as absenteeism for this paragraph.

Requests for a short-term unpaid leave of absence shall be submitted by the Aide in writing to the Chief Operations Officer or designee, with a courtesy to the Director of Pupil Services. The Chief Operations Officer or designee shall provide written notice of approval or disapproval of the request within ten (10) school days of receipt of the request.

- 20.04 Application shall be made through the Chief Operations Officer or designee with final approval to be made by the Board, except for short-term leave as provided above.
- 20.05 Application for a leave of absence shall be submitted to the Chief Operations Officer or designee as far as possible in advance of the leave. The availability of a replacement and the best interest of students are key factors in considering leave of absence requests.
- 20.06 An Aide may continue insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.
- 20.07 An Aide returning from a leave of absence shall be restored to his/her position upon return.

**Article 21 - Probation, Suspension,
Demotion, and Termination**

21.01 Probationary Period

- A. All employees shall serve a probationary period of one consecutive year. 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 forty (40) workdays in a probationary year, that year shall be extended another four (4) months.
- B. If the employee is still employed on his or her first anniversary from the date of his or her employment, the employee will have attained non-probationary status.
- C. After employees complete their probationary period, they will be subject to the contract sequence in R.C. 3319.081, starting with a two-year limited contract.

21.02 Discipline

- A. All disciplinary procedures shall be carried out in private and in a business-like manner.

A non-probationary bargaining unit member may be suspended without pay or be given a working suspension by the Superintendent or designee, or discharged from his or her job by the Board of Education for any of the following reasons:

1. Incompetence;
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 or her job.

All bargaining unit members will be afforded the opportunity of Union representation at all disciplinary conferences. Routine information gathering about incidents is not disciplinary by itself.

- B. Procedure

Before implementing a suspension without pay, working suspension, or discharge of a bargaining unit member, the Superintendent or designee shall hold a conference with the bargaining unit member to give him or her 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 twenty-four (24) hours before this formal pre-disciplinary conference is held, the Superintendent or designee shall give the bargaining unit member notice of the time, date, place and purpose of the conference. The bargaining unit member has the right to be accompanied at the conference by a Union representative (OAPSE State 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, or discharge shall be delayed up to three (3) days for the OAPSE Staff Representative to be present.

If the Superintendent or designee determines that the bargaining unit member's continued presence in employment prior to the conference poses a

danger to persons or property or a threat of disrupting operations, he or she may suspend the bargaining unit member with or without pay for up to three (3) days pending the conference to determine final disciplinary action. The final disciplinary action will consider whether this provisional suspension will be upheld, modified, or rescinded.

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:

1. The first instance of misconduct by a bargaining unit member may, at the discretion of management, result in a documented reprimand.
2. A second instance of misconduct may, at the discretion of management, result in a written reprimand.
3. 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.
4. Further misconduct thereafter may result in further unpaid or working suspension by the Superintendent or designee or discharge by the Board.

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 bargaining unit member and the Local President.

If a bargaining unit member is given a working suspension, he or she shall continue to perform his or her regularly assigned duties, however, documentation that he or she has been formally disciplined as a suspension shall be placed in the bargaining unit member's personnel file.

- C. The Superintendent or designee may suspend a bargaining unit member without pay or impose a working suspension for up to twenty (20) workdays.
- D. The non-probationary bargaining unit member may file a written grievance if he or she is given an unpaid suspension, working suspension, or is terminated. Such a written grievance must be filed in accordance with the time limits set forth in the Article, containing the negotiated grievance procedure.

Article 22 - Payroll and Deductions

22.01 Payroll

All unit members will be paid on the 10th and 25th days of each month in accordance with the schedule currently in effect by direct deposit.

If a pay day falls on a bank holiday, all Unit Members will be paid the day preceding the regularly scheduled payroll day.

22.02 Payroll Deductions

Employees may authorize in writing payroll deductions for tax sheltered annuities and a credit union in accordance with regulations established by the Treasurer and O.R.C. Sections 9.43 and 9.91.

The Board agrees to continue to honor dues deduction authorizations executed by the Unit Member in favor of the Union in accordance with provisions of the Ohio Revised Code or until the Member revokes authorization in writing to the OAPSE State Treasurer and the Treasurer for the Board of Education. Revocation of dues authorization shall be in accordance with the employee's dues authorization agreement.

Union dues, 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 Unit Member for whom deductions have been made. The Board shall not be responsible for any dues deductions after the Unit Member's employment terminates. For the purposes of this Section, Union dues are a combination of State and Local dues.

If the Janus decision is subsequently overruled by the Supreme Court, the parties shall put the agency fee/fair share language similar to that in the Board's CMF and transportation 2018-2021 labor agreements into the agreement to the extent it is consistent with the new court decision.

The Board 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 Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. "PEOPLE" deductions shall be sent by the Board to the Union by separate check from membership dues.

The Union shall indemnify the Board, and non-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 23 - Mileage Allowance

- 23.01 Employees required to use private transportation for administrative approved travel 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.

Article 24 - Insurance

24.01 Insurance

- A. Section 125 Cafeteria Plan. The Board will maintain a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.
- B. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages for medical, dental, life insurance and/or optical:

Bargaining unit members may elect to participate in either a PPO plan or an HDHP/HSA plan.

Single Coverage – ninety percent (90%) of the premium when the employee elects to participate in single HDHP medical, dental, and/or vision insurance, eighty percent (80%) of the premium if enrolled in the PPO medical plan.

Family Coverage – eighty percent (80%) of the premium for family coverage when the employee elects to participate in family, medical, dental, and/or vision insurance. Family coverage includes spouse and any dependent children.

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.

High Deductible Healthcare Plan (HDHP) and Health Savings Account (HSA) Alternative. The HDHP benefits and deductibles are summarized per the description HDHP/HSA Plan available from the Treasurer's Office.

The deductible for single coverage in the HDHP will be no less than the IRS minimum annual deductible for family coverage. Preventive Care shall be pursuant to the terms of the Insurance Certificate.

A Health Savings Account (HSA) shall be available for each unit member who is part of the HDHP. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his or her HSA up to the maximum

limits provided by law may, at the member's discretion, be made by payroll deduction of either six (6) or twelve (12) months, or in a lump-sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his or her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

HSA Funding

- The Board shall contribute to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for employees with either the "single" or "family" coverage on the first payroll of January in the year the employee initially enrolls in the High Deductible Health Plan (HDHP).
- The Board shall contribute annually to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for employees with either the "single" or "family" coverage. The Board contribution will be made semi-annually with 50% on the first payroll of January and 50% on the first payroll of July in years following initial enrollment in the High Deductible Health Plan (HDHP).
- Members eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of the Board contribution to his or her HSA.
- The Board contribution shall be reduced for a member of this bargaining unit, if necessary, so that the total Board contribution to the HSAs for such member and for his or her spouse in a year shall not exceed an amount equal to the sum paid for one family coverage plan, altogether where both the member and his or her spouse are employed by the Board and eligible to enroll in health insurance. This rule applies whether the spouse of the member is a member of the bargaining unit or not.
- Termination of employment for any reason terminates Board liability of HSA Contributions.
- The above amount shall be adjusted, as the deductibles will be adjusted, so the amounts do not violate IRS requirements.

Other Benefit Concerns

- The Board's contribution to the cost of total major medical insurance premium coverages will be capped at the dollar amounts the Board is paying as of December 31, 2020. Thereafter:
 - If the premium increases 0-16% in a year, the Board will pay 80% of the increase (90% of the increase for a single HDHP plan).
 - If the premium increases more than 16% in a year, the Board will pay 80% of the first 16% increase (90% of the increase for a single HDHP plan) and 65% of any increase above 16% for the plan year.

24.02 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 |

24.03 Liability Insurance

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

24.04 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 25 - Grievance Procedure

25.01 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 of 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 contract administration disputes, which may from time to time arise. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Grievance meetings shall be held on non-work time of the affected employees.

- A. A grievance is defined to be any question or controversy between any unit member or the Union with the Board involving:
 - 1. The interpretation or application of this Negotiated Agreement.
 - 2. Any action resulting in a suspension or dismissal of any bargaining unit member.
 - 3. A “grievant” shall be defined as an individual bargaining unit member or the Union may file a grievance on behalf of a group of bargaining unit members.
 - 4. A “day” shall be defined as an OLSD student attendance day Monday through Friday.
 - 5. When such problems arise, an attempt should be made by the bargaining unit member, the spokesperson of the grievance committee and the bargaining unit member’s immediate supervisor to settle them informally. A problem, which cannot be resolved informally, within five (5) days, may be processed as a formal grievance.
- B. Any member may withdraw a grievance at any point by submitting a written statement indicating the desire to withdraw the grievance. Any grievance which is not processed by the grievant within the time limits set forth herein shall be considered resolved based upon the Board’s answer at the step at which the grievance was last processed.
- C. The time limits at any step of the grievance procedure may be extended upon mutual written agreement of the parties.
- D. A grievant must discuss the grievance with the Director of Pupil Services/ designee within ten (10) days of the occurrence of the act or event on which the grievance is based.
- E. Each written grievance shall be formally processed in the following manner:

STEP 1 If the grievant is not satisfied with the response of the issue under Section 5, he or she shall file a written grievance at Step 1 with the Director of Pupil Services/designee on the appropriate form prescribed by the District Human Resources Department within ten (10) days following the response to the informal discussion with the Director of Pupil Services/designee. The written grievance must be signed by the grievant and specify the act or condition which is claimed to be a violation of the Negotiated Agreement, the date of the claimed violation, the Articles and Sections claimed to be violated, and the remedy sought. The Director of Pupil Services/designee shall schedule a meeting with the grievant within five (5) days of receipt of the grievance. Within five (5) days following such meeting the Director of Pupil Services/designee shall submit his or her response to the grievant in writing.

STEP 2 If the grievant is not satisfied with the response of the grievance at Step 1, he or she shall file the grievance at Step 2 with the Chief Operations Officer or designee within five (5) days of the date on which the Director of Pupil Services/designee gave his or her response. The Chief Operations Officer or designee shall hold an informal hearing with the grievant within ten (10) days of his or her receipt of the grievance. The Chief Operations Officer or designee shall make his or her decision in writing and issue it to the grievant within ten (10) days of the informal hearing. (Designee shall not be an employee of the Pupil Services Department.)

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 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 Chief Operations Officer within ten (10) days of the receipt of the Step 2 response or if applicable, within ten (10) days of the conclusion of the Step 3 process, in which event the grievance shall be arbitrated according to the following procedure:

1. Within ten (10) days following notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing,

the Federal Mediation and Conciliation Services (FMCS) to furnish the parties with a list of arbitrators. The parties shall select the arbitrator by the FMCS 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 arbitrations by one (1) arbitrator at a single hearing is 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 or her award.

2. 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 or she 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 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.
3. 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 or herself 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 her 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.
4. 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 member 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.

5. 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 Federal Mediation and Conciliation Services (FMCS) shall be borne by the loser. The arbitrator shall designate in his or 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.
6. The failure of the grievant to raise the grievance in a timely manner or to appeal any decision to the next step within the time limits set forth for such appeal shall constitute a waiver of the right of further appeal in all cases.
7. The failure of the Board to respond within the time limits in any of the previously mentioned steps shall entitle the grievant to proceed to the next step.

All grievance hearings shall be held outside employees' scheduled work hours, unless mutually agreed in writing by the parties in the specific case. 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 relevant evidence in his or her own behalf. A unit member shall not be represented or accompanied by any other representative but an official Union representative or the OAPSE State Representative at any grievance hearing.

In the event there is a grievance which affects a number of unit members or which involves a condition of general concern to the unit members, it may be submitted as a grievance at Step 1 by the Union. In the event there is a grievance resulting from the disciplinary suspension without pay or discharge of any unit member, it may be filed directly at Step 2 within ten (10) days of the order imposing a suspension or discharge.

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

Article 26 - Savings Clause/Effect on State Law

- 26.01 This written Agreement supersedes all former Agreements and constitutes the entire agreement of the parties.
- 26.02 Consistent with Ohio Revised Code Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of unit members to the extent this Agreement specifically addresses a matter relating to such wages, hours, terms or conditions of employment. In the event the Olentangy Local School District becomes a city school district during the term of this Agreement, the employment relationship between members 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 eligibility lists from the examinations, and the original appointment from the eligibility 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.
- 26.03 This written Agreement supersedes and replaces all pertinent statutes, rules and regulations that the parties have the authority to supersede and/or replace.

Article 27 - Labor-Management Committee

27.01 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.

Article 28 - General Provisions

- 28.01 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 collective bargaining 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 waive 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 agrees to negotiate.

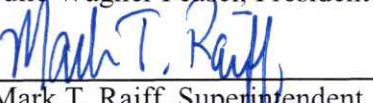
Article 29 - Lump Sum Payment

29.01 Within thirty (30) days following ratification and adoption of this Agreement, all current bargaining unit members employed in a bargaining unit position as of July 1, 2020 shall receive a one-time lump sum payment in the amount of two-hundred and fifty dollars (\$250.00).

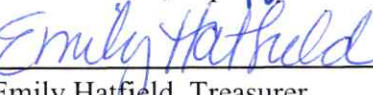
Board of Education
Olentangy Local School District



Julie Wagner Feasel, President



Mark T. Raiff, Superintendent



Emily Hatfield, Treasurer

Local #222
Ohio Association of Public School
Employees/AFSCME Local 4/AFL-CIO



President

EXHIBIT A

Pay Rates

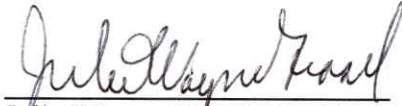
| <u>Step</u> | <u>Hourly Rate</u> |
|-------------|--------------------|
| 0 | \$16.30 |
| 1 | \$16.77 |
| 2 | \$17.22 |
| 3 | \$17.69 |
| 4 | \$18.18 |
| 5 | \$18.57 |
| 6 | \$18.95 |
| 7 | \$19.49 |
| 8 | \$19.84 |
| 9 | \$20.09 |
| 10 | \$20.59 |
| 11 | \$21.09 |
| 12 | \$21.32 |
| 13 | \$21.95 |
| 14 | \$23.26 |
| 15 | \$23.95 |
| 16 | \$24.42 |
| 17 | \$25.19 |
| 18 | \$25.43 |
| 19 | \$26.61 |
| 20 | \$26.61 |
| 21 | \$27.57 |
| 22 | \$27.57 |
| 23 | \$28.57 |
| 24 | \$28.57 |
| 25 | \$29.19 |
| 26 | \$29.19 |
| 27 | \$29.28 |
| 28 | \$29.40 |
| 29 | \$29.51 |
| 30 | \$29.62 |

**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 the Board of Education approved the attached Agreement, 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 calendar for the term of the Agreement between the Board and the Ohio Association of Public School Employees and its Local No. 222, effective from the date of Board adoption through June 30, 2022, provided, however, with respect to the 2021-22 school year that the undersigned school district officials are able to execute a certificate pursuant to R.C. 5705.412 for the 2021-22 school year.

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.

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**



Julie Wagner Feasel, President



Emily Hatfield, Treasurer



Mark T. Raiff, Superintendent

March 25, 2021

