NEGOTIATED AGREEMENT

BETWEEN

THE OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE/AFSCME LOCAL 4/AFL-CIO

AND ITS

LOCAL NO. 322

Effective from July 1, 2025 through June 30, 2028

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ARTICLE 1 - PREAMBLE

1.1 Recognition

The Olentangy Local School District Board of Education recognizes the Ohio Association of Public School Employees (OAPSE)/AFSCME, Local 4, AFL-CIO, and its Local No. 322 (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all full time and part time Bus Drivers of the Board of Education. All other employees, including substitutes, all confidential employees, management employees and supervisors, are excluded from the bargaining unit. This recognition shall continue in full force and effect unless altered in accordance with the Ohio Revised Code.

1.2 Definitions

The following is a list of definitions for this Agreement:

A. ADMINISTRATION --- administrators, supervisors and management employees of the Board of Education, which includes any person or entity acting in such capacity.

B. AGREEMENT --- this written negotiated collective bargaining agreement.

C. DISTRICT --- the Olentangy Local School District.

D. EMPLOYEE, UNIT MEMBER, BUS DRIVER, or DRIVER --- an employee recognized in Section 1.1 as being included in the bargaining unit.

E. LOCAL or LOCAL No. 322 --- OAPSE Local No. 322.

F. SUPERINTENDENT --- the Olentangy Local School District Superintendent or his or her designee.

G. BOARD --- management generally, including the Board of Education, Superintendent, or other administrators or supervisors acting on behalf of the District.

H. BOARD OF EDUCATION --- the Board of Education itself.

ARTICLE 2 - NON-DISCRIMINATION

2.1 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 - UNION DUES DEDUCTIONS

3.1 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 from Section 3.1 of the 2018-2021 labor agreement back into the agreement to the extent it is consistent with the new court decision.

3.2 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 and/or fair share fees.

3.3 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 4 - MANAGEMENT RIGHTS CLAUSE

4.1 The parties agree that only the written specific, express terms of this Agreement bind the Board of Education and the administration. Except as specifically and expressly provided in this written Agreement, the Board has full and complete discretion to make decisions and implement changes in operations including those

affecting wages, hours, terms and conditions of employment of members of the bargaining unit, without prior negotiation with or the agreement of the Union except as to the effects of such decisions. The Union expressly waives any and all right that it may have to bargain about the decision to make any change in operations, practices, or policies which affect wages, hours, and terms and other conditions of employment of employees in the bargaining unit. The State Employment Relation Board and any arbitrators used by the parties under Article 14 shall give full force and effect to this section.

ARTICLE 5 - UNION REPRESENTATION

5.1 The Union designates the Vice President of Local No. 322 to act as spokesperson for the grievance committee. The grievance committee shall consist of four (4) bargaining unit members. Grievance investigation and hearings may not be conducted on Board time or at Board expense, unless authorized by the Board.

5.2 By August 1 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.

5.3 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.

5.4 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.

5.5 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 Operations 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 slow down, 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.

5.6 The Union has the right to use the regular intra-district mail service. The Union may use designated space on a bulletin board in the school bus garage(s) for Union related communications and notices.

5.7 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.

5.8 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 the summer in-service meeting for bus drivers.

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

5.10 OAPSE District Day

Bargaining unit members who have nonpublic routes may attend the Union's annual district meeting (October) using their personal leave if substitute coverage is arranged by the driver and supervisor (which can include substitution by public route drivers).

5.11 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 substitute drivers 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.

5.12 Election to State Office

If a member of OAPSE Local No. 322 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 6 - SENIORITY

6.1 The seniority list for drivers in effect on April 30, 2002 shall govern the seniority of employees listed on that list so long as they are continuously employed in the bargaining unit. For employees hired on or after May 1, 2002, the following language of this Section 6.1 will control. Seniority shall be based on the greater length of continuous service, computed from the bargaining unit member's most recent date of hire into this bargaining unit. In the event that more than one unit member has the same length of continuous service in this bargaining unit, the tie shall be broken by reference to the following, in order of comparison:

A. Start/effective date stated on the New Classified Employee Hiring Check List as a regular bus driver;
B. Board approval date as a regular contract bus driver;
C. Birth date (earliest month and day in calendar year).
D. Last four digits of the employees' social security number (lowest number shall prevail).

The length of service attributable to employment in a position excluded from the bargaining unit shall not be included in the computation of seniority, except as used in Paragraph A above as a tiebreaker.

6.2 Bargaining unit members on an approved leave of absence or on layoff shall retain all lawful rights of seniority as provided in 6.1.

6.3 Bargaining unit members shall be regarded as having an interruption in continuous service in the District, and shall lose all 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 19;

E. Failure to return to work within five (5) workdays of the end of an approved leave.

ARTICLE 7 - WORKDAYS/OVERTIME

7.1 No driver can bid on and be awarded mid-day runs under Article 22 if midday run times, added to the time for the driver's route block bid under Article 21, generally would exceed forty (40) hours for the week, unless the Director of Transportation determines that an exception is necessary for the District's operations.

7.2 Employees shall be paid at one and one-half (1.5) times their rate for all time worked in excess of forty (40) hours in one week. Overtime shall be paid in fifteen (15) minute blocks calculated on a daily basis (over seven (7) minutes triggers one-quarter (1/4) hour). Sick leave absences and personal leave absences shall not be treated as "hours worked" for overtime computations.

7.3 When a driver has a route part or all of which is to transport students to or from nonpublic schools and the public and nonpublic schools do not both operate on the same day, the driver will be paid for his/her regularly scheduled a.m. and/or p.m. block actually worked. A mid-day only shall be paid a minimum of two (2) hours or actual time.

ARTICLE 8 - CALAMITY DAYS

8.1 When schools are closed due to weather conditions, the District will decide if field trips are safe for travel. The driver scheduled for the trip will be notified of the District's decision no less than two (2) hours prior to the scheduled departure time. Drivers who drive field trips on paid calamity days will not receive double pay for time that overlaps with their regular block time.

8.2 Whenever schools have a delayed opening, the starting times of those members whose routes are affected shall be delayed an equal amount of time.

8.3 Whenever schools are closed or have delayed openings, the Transportation Department shall provide a notice through the media or otherwise as soon as possible.

8.4 Employees who do not work on a calamity day shall receive their regular rate of pay (for only AM and PM blocks and regularly scheduled mid-day runs) for the first five (5) calamity days and do not have to make up those days. Thereafter, the Transportation Director 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, or participating in professional development. Drivers 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 driver lives.

ARTICLE 9 - BUS DISTRIBUTION

9.1 The Transportation Director will be responsible and have sole discretion for the utilization of all school buses owned by the Board, including newly purchased buses in accordance with the following procedures. Buses will be removed from service and/or put into substitute service at the sole discretion of the Board, considering the age, mileage, and mechanical condition of the buses.

A. Buses shall be distributed to members consistent with the classification of the bus (e.g. "regular," "small lift," or "large lift") appropriate for the member's bid awarded route. This Article does not prevent the Board from having the appropriate bus for a particular route.

B. Except as provided herein, members shall be reassigned the same bus each year, so long as such bus is appropriate for the member's regular route.

C. New buses delivered to the District during the previous 12 months shall be first distributed to the most senior unit member who has not been awarded a new bus within the previous six (6) year period.

D. The bus released from the member receiving a new or different bus shall be distributed at the annual bid meeting to the next eligible member on the new bus rotation list. Acceptance of a released bus does not affect a member's eligibility for a new bus.

E. Any bus distributed to a member who leaves the bargaining unit shall be considered a released bus and distributed accordingly at the route bid meeting of the upcoming school year.

F. Buses which have been released due to vacated routes or specially assigned and distributed from the beginning of the school year shall be distributed as a released bus at the next annual bid meeting.

G. The bus distribution/rotation list shall be maintained by the Transportation Supervisor.

ARTICLE 10 - HOLIDAYS

10.1 The following days are recognized holidays:

A. New Year's Day
B. Martin Luther King Day
C. Presidents' Day
D. Good Friday
E. Memorial Day
F. Labor Day
G. Thanksgiving Day

H. Day after Thanksgiving Day
I. Christmas Day
J. Christmas Eve Day

All regularly assigned mid-day runs bid under Article 22 shall be considered as part of a driver's normal day and shall be paid at their regular rate of pay for all holiday and calamity day closures.

10.2 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.

10.3 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.

10.4 If a unit member is required to work on a holiday, he or she will be paid his or her regular hourly rate of pay for all hours worked in addition to his or her holiday pay. A unit member required to work on a holiday will be guaranteed a minimum of two (2) hours of pay. There will be no pyramiding of overtime and holiday pay, and there will be no pyramiding of pay under this Section 10.4 with pay provided in sections 10.2 and 10.3.

10.5 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. In the event this subparagraph becomes applicable, the Board shall consult the Union on the matter of exchange of holidays through the Labor Management Committee pursuant to Section 24.5 of this Agreement.

10.6 <u>Other Holiday</u>

A Unit Member may be absent, on a day, if a 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 Unit Member is an active member of such religious body. Requests for such absence shall be made to the Chief Human Resources Officer or designee at least ten (10) days in advance during the school year and shall not be deducted from sick leave. The unit member may use personal leave for such absence if the requested leave meets the requirements of Article 11. If not, such absence shall be unpaid.

10.7 In order to be eligible for holiday pay under this Article, a driver must actually perform all of his or her assigned duties, including bid trips and mid-days, that he or she has bid on or accepted, on the driver's last regular scheduled workday before and next regular scheduled workday after the particular holiday. (Ex: For Thanksgiving the driver must perform all duties on the Tuesday preceding and Monday following Thanksgiving Thursday, if Wednesday and Friday are not regular work days.) Provided, however, that the employee will be eligible if: (1) the employee uses approved paid leave on the next regular scheduled workday before or after the particular holiday; (2) there is no pattern of an employee being absent on sick leave or other leave on the next regular scheduled workday before or after the holiday (or holidays generally); and (3) during the employee's next workday on the job the employee provides the Director of Transportation or designee with a written statement from his or her physician confirming the illness or injury in the case of sick leave. Signature stamps are unacceptable.

ARTICLE 11 - PERSONAL LEAVE

11.1 Employees shall be entitled to have up to three (3) paid days of absence each school year (see pro-ration below). Unused personal leave may be accumulated up to five (5) days beginning in the 2018-2019 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 driver must submit a personal leave request form to the Director of Transportation or designee at least seventy-two (72) hours before the day of requested leave. The Director or designee shall provide the driver written notice at least two (2) workdays after receiving the request 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, driver shall deem his/her request is approved for said leave. To the extent feasible, the Director or designee will provide notice at least five (5) days before the date requested for personal leave. Personal leave shall not be granted to more than four percent (4%) of the bargaining unit on the same day, and shall not be available on the day immediately preceding or immediately after a school vacation 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.

11.2 For pro-ration 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.

11.3 Personal leave may be used in one-half day increments if a driver only drives an a.m. and p.m. block. Personal leave may be used in one-third day increments if a driver has a separately bid mid-day run.

11.4 A driver's unused personal leave shall automatically be rolled over to that driver's accrued sick leave at the end of each school year or if the driver chooses, he/she may opt for payment at the rate of ninety-one dollars $91.00 for each unused personal leave day.

11.5 This Article is in lieu of and replaces R.C. 3319.142.

ARTICLE 12 - SICK LEAVE/SEVERANCE PAY

12.1 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. The administration shall be responsible for making reasonable attempts to obtain substitutes to cover AM/PM and other midday absences or routes/trips for Members on sick leave. Unit members may use sick leave in increments of a full day or one-half day if the driver only has an a.m./p.m. block, and otherwise in one-third day increments. 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.

12.2 Sick leave with pay may be used only for absence due to:

A. The member's personal illness, injury, or exposure to contagious diseases, which could be communicated to other employees or students.

B. Illness injury, or death 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.

1. 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.

2. 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 vacation), the Unit Member must provide the Director of Transportation 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.

3. 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.

4. For use of sick leave for death in the immediate family (as defined in Article 12.2B), 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.

C. Personal illness related to pregnancy.

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

A. 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.

B. 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.

C. 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.

12.4 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 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).

Notwithstanding anything in the CBA or Board Policy to the contrary, the Board shall adopt the "Olentangy Schools Tax Deferred 403(b) Annuity Plan for Olentangy Employees" (The "403(b) Accumulated Leave Plan") with the following terms that comply with the requirements of this Contract.

1. The terms of the 403(b) Accumulated Leave Plan shall include the following:

    a. Participation in the 403(b) Accumulated Leave Plan shall be mandatory for any unit member actively employed on or after September 1, 2023, who would be entitled to severance pay under this Article and who is or will be age 55 years or older in the calendar year in which the unit member retires.

    b. When a retiring unit member is a participant in the 403(b) Accumulated Leave Plan, an employer contribution shall be made on the unit member's behalf to the 403(b) Accumulated Leave Plan in an amount equal to the total amount of the Unit member's severance pay in accordance with this article.

    c. The 403(b) Accumulated Leave Plan contribution shall be made as soon as practicable upon eligible retirement. However, if the amount payable to the 403(b) Accumulated Leave plan in the calendar year of retirement would exceed the maximum amount that is permitted under applicable federal tax law for that year, the remaining amount shall be contributed to the 403(b) Accumulated Leave Plan after the first payroll date in January of the next calendar year, and for each subsequent calendar year, up to the maximum amount allowed by law, until the unit member is paid in full. Said payments shall not exceed the maximum number of years allowable by law.

    d. A unit member who is a participant in the 403(b) Accumulated Leave Plan shall complete a sponsor enrollment package prior to eligible retirement; and, unless and until a unit member does so, no contribution of severance pay shall be made to the 403(b) Accumulated Leave Plan on behalf of the unit member.

    e. If a unit member is entitled to have a contribution paid to the 403(b) Accumulated Leave Plan and dies prior to such contribution, the contribution shall be paid to the beneficiary of the unit member in

accordance with the terms of the 403(b) Accumulated Leave Plan. In the event no beneficiary was designated by the unit member, the contribution shall be paid the deceased estate.

f. The plan year shall be the calendar year.

g. After adoption of the 403(b) Accumulated Leave Plan, the Board Agrees there will be no annual maintenance fee, administrative fee, deferred sales charge or penalties, advisory fees, or mortality expense charges when the unit member elects the fixed account. Mortality and expense charges are applicable if the unit member elects the variable fund option and will be charged to the unit member. Any charges will be made on a pro-rated basis for only the number of days plan funds were in the variable fund option.

2. Any unit member who is entitled to severance pay, who is not an eligible participant in the 403(b) Accumulated Leave Plan, will continue to be eligible for any and all severance payments in Accordance with this Article. The unit member may elect to defer such payments into a tax-sheltered annuity that is tax qualified under the IRS Code Section 403(b) (a "TSA"), as provided by law. The unit member may also elect for a regular check payment payout of funds, which would be subject to all applicable taxes.

3. All contributions to the Plan, all deferrals to a TSA and all check payments to unit members shall be subject to reduction for any tax withholding or other withholding, if required by law.

12.5 Unit members who have accrued five (5) years of service in the Olentangy Local Schools and have a maximum 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. At no time before retirement shall a member be eligible to "cash out" those days below one hundred (100). Member's whose accrued sick leave falls below one hundred (100) days before August of each year are not eligible for this payment.

12.6 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.

12.7 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 Article 14 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 or designee.

    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 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;

    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.

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.

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

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In accordance with the provision of the Ohio Revised Code, Section 3319.13, the Board 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 a unit member. The Board reserves the right to have a physician of its choice examine such unit member prior to action on his or her request for leave, at any time during the leave, and/or prior to his or her return to work.

13.2 The Board shall continue to carry, on payroll records, all unit members whose sick leave accumulation has expired, provided, they are first on an approved leave of absence as a result of illness or other disability. The unit member may elect to maintain insurance coverage by making monthly payments to the Treasurer in the amount of 102% of the total monthly premium for medical, dental, and/or life insurance. The unit member must sign his or her choice to accept such insurance coverage. Treasurer must receive payment by the first day of every month. If payment is not received, insurance will be cancelled for the remainder of the year.

It is the employee's responsibility to ensure sufficient funds are available to make the insurance payment.

13.3 Bargaining unit members on approved leave for medical reasons shall have the right, at the end of the leave, to return to the same assignment they had when 16 the leave began, adjusted by bidding awards such employees have received by bidding in person or by proxy while on leave. The positions of unit members on approved leaves shall be filled by substitutes or Route Generalists.

13.4 Assault Leave

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

A. Assault leave may not be granted under this provision unless the Member in question:

1. Has submitted a signed written letter justifying the granting and use of assault leave.

2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from employment.

3. 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.

13.5 Maternity/Adoption Leave

A 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 Chief Operations Officer or designee, 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. The unit member may submit a written request to the Chief Human Resources Officer or designee for return to service at any time during the leave. Such requests shall be submitted at least thirty (30) days in advance of the desired return date. Such unit members shall be returned to service on the requested date or the earliest date following when a vacancy occurs.

E. A returning Unit Member shall notify the Chief Human Resources Officer or designee in writing of his or her intention to return to service at least one hundred twenty (120) days before he or she expects to resume his or her duties except, when delivery occurs during such one hundred twenty (120) days, notification shall be no more than thirty (30) days after delivery or the completed adoption. The Personnel Department shall time stamp the date of receipt of the notification of intent to return.

F. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting unit member has been arranged, the unit member may request early reinstatement from leave and such request will be treated as under (D) above.

13.6 Military Leave

A unit member shall be entitled to any military leave provided by Ohio Revised Code 3319.085 and 5923.05 and shall retain all rights and privileges granted by Ohio Revised Code 3319.085 and 5923.05 arising out of the exercise of military leave.

13.7 Return from Leave

A unit member returning from a leave of absence shall be assured of being reinstated to all fringe benefits provided by this Agreement for which said member is eligible under the terms of this Agreement.

13.8 Other Employment

No 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 or the unit member is found to be employed by another employer or to be self-employed while on leave, the District unit member shall be given the opportunity to resign from the District. If the bargaining unit member fails

or refuses to resign, then the unit member may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

13.9 Jury Duty

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, upon payment of any jury fee (but not meal, parking or mileage allowance) to the Treasurer.

13.10 Unpaid leaves of absence for non-medical reasons.

A. Bus drivers who have been employed by the Board for at least five (5) years may request unpaid leave as follows:

1. Long-term unpaid leaves of absence.

   A long-term unpaid leave of absence is defined as an unpaid leave of absence exceeding five (5) consecutive scheduled work days 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.

2. Short-term unpaid leaves of absence.

   A short-term leave of absence is an unpaid leave of absence consisting of one (1) or more consecutive work days not exceeding five (5) days. An unpaid leave of absence sometimes may consist of a combination of personal leave days and one (1) 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 drivers 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 bus driver has at least five (5) consecutive years of active service (consisting of at least 120 days on the job) for Olentangy immediately preceding the school year for which the request is made; (b) the driver may only seek such a leave once every five (5) years; and (c) the driver 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, and military leave, professional (union) leave and long term medical 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 bus driver in writing to the Chief Human Resources Officer or designee, with a courtesy to the Transportation Director. Chief Human Resources Officer or designee shall provide written notice of approval or disapproval of the request within ten (10) school days of receipt of the request.

B. Application shall be made through the Superintendent or designee with final approval to be made by the Board, except for short-term leave as provided above.

C. Application for a leave of absence shall be submitted to the Superintendent 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.

D. A bus driver may continue insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.

E. A bus driver returning from a leave of absence shall be restored to his/her position as a driver.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 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.

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

A. The interpretation or application of this Negotiated Agreement.

B. Any action resulting in a suspension or dismissal of any bargaining unit member.

C. 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.

D. A "day" shall be defined as an OLSD student attendance day Monday through Friday.

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.

14.3 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.

14.4 The time limits at any step of the grievance procedure may be extended upon mutual written agreement of the parties.

14.5 A grievant must discuss the grievance with the Transportation Supervisor within ten (10) days of the occurrence of the act or event on which the grievance is based.

14.6 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 14.5, he or she shall file a written grievance at Step 1 with the Director of Transportation on the appropriate form prescribed by the District Human Resources Department within ten (10) days following the response to the informal discussion with the Transportation Supervisor. 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 Transportation 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 Transportation 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 Transportation 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/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 Transportation 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:

A. 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.

B. 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.

C. 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.

D. 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.

E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the 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.

F. 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

G. 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.

14.7 All grievance hearings shall be held between 9:30 a.m. and 2:00 p.m., 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.

14.8 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.

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

ARTICLE 15 - EMPLOYEE DISCIPLINE

15.1 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:

A. Incompetence;
B. Inefficiency;
C. Dishonesty;
D. Drunkenness;

E. Immoral conduct;
F. Insubordination;
G. Discourteous treatment of the public;
H. Neglect of duty;
I. Any other acts of misfeasance, malfeasance, or nonfeasance in his or her job.
J. Preventable Accidents

Due to the nature of the job, disciplinary meetings initiated by the Board outside the affected employee's regular work time shall be paid time for the employee who is being disciplined or who is being considered for discipline.

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.

15.2 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.

15.3 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 a bargaining unit member may, at the discretion of management, result in a documented 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 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.

15.4 The Superintendent or designee may suspend a bargaining unit member without pay or impose a working suspension for up to twenty (20) workdays. The Board may terminate the bargaining unit member for proven violations of Section 15.2 of this Article or for the accumulation of six points on his or her license; provided, however, the employee is entitled, upon request, to an unpaid leave of up to sixty (60) calendar days to reduce the points to below six (6). Failure to maintain a current license for the type of vehicle to which he or she is assigned shall also be cause for termination.

15.5 The non-probationary bargaining unit member may file a written grievance if he or she is given an unpaid suspension or is terminated. Such a written grievance must be filed in accordance with the time limits set forth in Article 14, grievance procedure.

ARTICLE 16 - PROBATION

16.1 All bus drivers, upon employment in the bus driver classification, shall serve a probationary period of two consecutive years. During the probationary period the Board may not suspend or discharge a bus driver arbitrarily or capriciously. The employee may not file a grievance or otherwise challenge such action(s). If a bus driver is absent from work for more than sixty (60) workdays in a probationary year, that year shall be extended another four (4) months.

16.2 If the bus driver is still employed on his or her second anniversary from the date of his or her hire into the bus driver classification (as adjusted pursuant to the last

sentence in section 16.1 above), the bus driver will have attained non-probationary status and shall have the job security provided in Articles 15 and 19.

16.3 When this Agreement becomes effective it immediately will abolish all individual contracts of bargaining unit members and will supersede 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 exclusively by this Agreement.

ARTICLE 17 - CONFERENCE AND EVALUATION

17.1 Conference

A. Any bargaining unit member determined not to be properly performing some facet of his or her duties and/or responsibilities may be conferenced by the Director of Transportation or designee.

B. General Conferencing

Conference sessions shall be used to advise, suggest and recommend and shall not be considered as a form of disciplinary action affecting a bargaining unit member's personnel work record. The unit member may be accompanied by a Local Union representative. Arrangements by a unit member for a representative shall not delay the conference; except that a prearranged conference involving the Director of Transportation be scheduled with at least two-(2) days advance notice.

17.2 Evaluation

A. Bus drivers shall be evaluated at least annually until they reach non-probationary status, and then at least every other year.

B. No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.

C. Under appropriate circumstances, a negative evaluation shall include specific recommendations for improvements. The unit member shall have the right to review an evaluation and obtain a copy in accordance with this Article.

ARTICLE 18 - PERSONNEL FILES

18.1 Personnel Files

A. Each bargaining unit member shall have one (1) official personnel file, which is maintained by the Superintendent or designee.

B. No derogatory material shall be placed in his or her official file unless the unit member has had an opportunity to review the material. The unit member shall have the right to submit a written response and the response shall be affixed to the subject matter.

C. Unit members shall have the right to review all materials in their individual personnel file and shall sign an acknowledgment of review. The review shall be scheduled for an appropriate time with the Personnel Department. Access shall be provided as soon as reasonably possible, but in no case shall it be later than three-(3) workdays after the request was made.

D. Members shall be permitted to photocopy any material contained in their personnel file, and may be charged a reasonable fee, not to exceed per page the amount set by the Board for copying public records.

E. Only the member, the Superintendent, the member's immediate supervisor, and those other administrators who have a legitimate business purpose, shall be given access to the member's entire personnel file. All others, members and non-members are permitted access only to the material within the file, which is subject to R.C. 149.43 and only where a request for public records has been processed by the District. Each member shall be notified of a request for public records that provides access to the member's file. A log or copy of a records request shall be kept of such person(s) who have examined the file and the date of such examinations.

F. Records being examined per a public records request shall not be removed from the office of the Board.

G. Any person who places written material or drafts written material for placement in a unit member's file shall sign or initial the material and signify the date on which such material was drafted or finalized. Any written materials placed in a personnel file shall indicate the date of such placement (if different from the date appearing on the document).

H. A unit member must provide the Board with two (2) weeks' advance written notice of intent to resign from his or her position.

I. Only the procedural aspects of this Article (not the substantive content) shall be subject to the grievance procedure.

ARTICLE 19 - LAYOFF AND RECALL

19.1 Subject to the layoff provisions in this Article, the employment of all non-probationary bargaining unit members shall be continuous until he or she:

A. Resigns;
B. Retires;

C. Is laid off in accordance with the negotiated layoff policy;
D. Is disciplined or discharged for cause;
E. Fails to return to work by the end of the third (3rd) workday after expiration of an approved leave of absence;
F. Fails to make timely acceptance of an offer of recall in accordance with Article 19 of this Agreement.

19.2 The Board may determine to layoff Unit Members due to lack of work, abolishment of position, or a lack of funds.

19.3 In the event of a layoff, the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within ten (10) calendar days of such notification, a meeting shall be scheduled between the Union and the Board to discuss the reasons for the layoff, the affected Unit Members and the date of the layoff. In the event of a recall the Union will be notified as soon as possible.

19.4 In the event of a layoff or a recall, a re-bid will be taken at least twenty-four (24) hours prior to the implementation of such layoff or recall.

19.5 The Board shall layoff unit members on the basis of seniority.

19.6 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, what runs or routes a vacancy consists of, and when to post a vacancy.

ARTICLE 20 - CONTINUOUS PERFORMANCE

20.1 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.

20.2 In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of members of the Union, except if such "lockout" is a result of the

Board's inability to pay which results in the closing of all regular schools. In the event the Board determines it is necessary to close all schools in connection with actions of 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.

20.3 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 Article 14.

20.4 The Union will make every reasonable effort to prevent or terminate violations of this Article by itself or its members.

ARTICLE 21 - ROUTE BIDDING

21.1 Bus routes refer to a driver's regularly scheduled and assigned driving responsibilities. A.m. and/or p.m. routes will be posted and bid as a block, including but not limited to runs for students with special needs, non-public student routes, vocational routes, and other driving that the administration determines fit within a block. A "block" consists of consecutive minutes of paid time in the a.m. and then consecutive minutes of paid time in the p.m. or consecutive minutes of paid time in the a.m. and/or p.m. The Board may add up to thirty (30) minutes per driver and may add additional time beyond thirty (30) minutes, but not to exceed a total of 4.75 hours drive time, to the routes of drivers whose bid rates do not exceed the 4.25 minimum guaranteed drive time.

Mid-day pre-school runs, special need runs, and DACC runs or other regularly scheduled driving that are not placed in a block shall be bid as mid-day runs under Article 22.

21.2 The Board will notify drivers in June before their regular work year ends of a tentative date of the annual bid meeting and in-service meeting in the upcoming year. Prior to the bid meeting, the Board will determine the blocks and mid-day runs to begin the next school year. No driver will be permitted to bid on a second midday run until all drivers have had the opportunity to bid on a first mid-day run.

The parties will enter into a Memorandum of Understanding regarding Union input on routing.

21.3 The Board shall post the blocks and mid-day runs for five (5) calendar days. The bid meeting shall be held at least five (5) calendar days before the first day of student instruction. Posted will be the route or run numbers, approximate number of students to be transported, schools serviced, all known route or run extensions, approximate starting and ending time of routes or runs and estimated number of hours including pre-trip and post-trip, a map of the route and other pertinent information as determined by the administration. During the third full week of school, drivers shall submit the actual drive time in writing to the transportation supervisor. The bid drive time shall not be reduced. Any time later in the school year if the normal route time changes, drivers shall submit in writing the actual drive time. Upon verification by the supervisor (verification typically will be furnished within 30 days), if the time increases in paid time by another quarter hour (with seven (7) minutes or more rounded up to 15 minutes), the driver's time will be adjusted beginning immediately. The parties agree that their mutual intent is that drivers be paid for time that is typical for the driver's bid block, but no less than 4.25 hours of drive time per day excluding the .75 hour per day for additional duties as specified in Section 28.5. Amortized payment for any adjustment will begin no later than three (3) pays after verification.

21.4 Bidding will be continuous at the annual bid meeting until finished and will proceed by seniority starting with the most senior driver. Each driver will have a maximum of five (5) minutes to place his/her bid. A driver may either attend the bid meeting in person or give another driver a written proxy to bid for him/her. A proxy may represent only one driver at the meeting. At least 24 hours prior to the beginning of the bid meeting the written proxy must be given to the Transportation Supervisor. If a driver does not attend the bid meeting in person, or does not give another driver a proxy which is timely presented to the Supervisor or refuses or fails to bid at the appropriate time at the bid meeting, he or she will go to the bottom of the list, and un-bid routes at the end of the bid meeting will be assigned to drivers not bidding. The union president and Director of Transportation or designee of either can agree on how to handle an exception to the 24-hour proxy rule due to an emergency of the driver, and no employee may file a grievance or other challenge to that decision.

21.5 If a block is split or modified (which affects the block time) during the school year because of the creation or addition of a route, the blocks affected by the modification or split plus the resulting new block will be re-bid by seniority among the drivers whose existing block assignment is changed by the split or modification. The leftover block will be assigned to a new driver. The same process will be used if a mid-day run is split or modified during the school year because of the creation or addition of another mid-day run. The leftover run will not be assigned to a new driver until it has first been offered to drivers by seniority who do not have a mid-day run.

21.6 Blocks that are newly created or which become vacant between the annual bid meeting and October 31 will be filled on a temporary basis and then will be bid at

a second bid meeting, on November 1, or if November 1 is not a work day, on the next regularly scheduled workday after November 1, at 9:30 a.m. The bidding process shall proceed as set forth in Section 21.4 above. Blocks that are newly created or that become vacant on or after November 1, except for those bid pursuant to Section 21.6 above, shall be filled temporarily by substitutes or new hires until the next annual bid meeting.

21.7 Route Generalist Position

The Board may create one or more bargaining unit Route Generalist positions. These positions will be posted and bid at the annual bid meeting and these drivers will not bid a specific block but will be assigned to a.m. and p.m. routes as the need arises due to the absence of regular drivers. When not assigned to an a.m. or p.m. route on a particular day, a Route Generalist will be assigned to other duties.

21.8 All drivers who have bid a route shall be paid for preparing buses and running their routes and other duties assigned by the transportation director/designee prior to the beginning of the school year up to a maximum of five (5) hours. The employees shall sign a sign-in sheet with their name, date, and time worked that shall be given to the transportation office in order to be paid. Any time necessary over five (5) hours requires prior approval from the transportation supervisor.

ARTICLE 22 - MID-DAY RUNS – SUBSTITUTIONS

22.1 A mid-day run is one that is regularly scheduled and occurs between the AM and PM blocks but is not posted as part of a block as described in Article 21.1. Midday, preschool runs, special needs runs, and DACC runs and other driving that are not scheduled within a block shall be treated as mid-day runs under this Article. Drivers who take mid-day preschool runs shall be paid a minimum of two hours, and drivers who take other mid-day runs shall be paid a minimum of one (1) hour or actual driving time, whichever is greater.

22.2 If a mid-day run becomes available at anytime during the school year, the run shall be offered to the most senior driver who is currently not driving a block or run during the time the new run is scheduled.

22.3 If mid-day runs are known before the annual bid meeting, they shall be posted before that bid meeting and bid at that bid meeting. If a mid-day run vacancy occurs or is created after the annual bid meeting it shall be offered to the most senior available driver who is currently not driving a conflicting block or mid-day run.

22.4 If a mid-day run occurs when an employee already has paid time, that employee shall be assigned rather than bid. Extra payment for the work assignment shall only be made if the run time exceeds the existing paid time.

22.5 In emergency mid-day situations, the District will give preference to the driver who is closest in proximity to the beginning of the mid-day run. If two or more drivers are closest in proximity, seniority shall govern.

22.6 Mid-day runs may be re-blocked with blocks for the November 1 re-bid, and shall be posted accordingly for the re-bid. All other mid-day runs in existence before the November 1 re-bid shall be subject to re-bid.

22.7 Temporary replacement/substitution work for mid-day runs shall be awarded by seniority rotation from a posted list. Upon refusal, the next person on the seniority list will be offered the assignment until the list is exhausted. When the next assignment is available, the next person in seniority after the last person who was assigned will be offered the next assignment as in rotating seniority. The awarded work and rotation list shall be posted on a bulletin board in a designated area at the bus compounds.

22.8 It is the intent of the parties to have mid-day runs staffed as efficiently as possible. When the regular driver of a mid-day run is absent and the Board determines that the mid-day run can be driven during another employee's paid time, the Board may assign that other employee to drive.

22.9 Once a unit member has started serving as a temporary replacement on a particular mid-day run, the replacement shall continue for the rest of that school year until such time the regular (bid) member returns to work or the replacement employee misses a day.

22.10 No driver shall be paid more than once for the same time except as provided in Section 10.4 (Holidays) and in Article 7 (overtime at 1.5 but only once on the same time). There shall be no pyramiding of overtime or any other rates of pay.

22.11 No driver may drive any route blocks or mid-day runs that school year if the driver has not attended the annual back-to-school in-service (unless on approved leave supported by documentation justifying the absence). Any driver not attending the in-service due to approved leave will be held accountable for all of the information discussed during the in-service meeting.

22.12 The Director of Transportation or designee shall be responsible for obtaining or assigning substitutes for all absences. A driver who bids on and is awarded, or is assigned to, a block or a mid-day run is obligated to perform those duties as part of his/her job and must use appropriate leave, if available, in the case of absence(s).

22.13 No driver shall turn in their mid-day run to bid on a newly posted mid-day run, route extension or mid-day substitution.

22.14 No driver shall back time out of their existing block or mid-day to qualify for a new mid-day, route extension, or mid-day substitution.

ARTICLE 23 - FIELD TRIPS

23.1 All field trips shall be divided into three (3) categories and posted as follows:

A. Primary

Primary trips are transportation requests, which have scheduled departure dates after the last Friday of the current month. A list of these trips shall be placed in the member's mailbox no later than 9:00 a.m. the Friday morning preceding the Primary Trip Bid Meeting. The Primary Trip Bid Meeting shall take place in a mutually agreeable location at 9:45 a.m. on the last Monday of each month. In the event of a primary trip cancellation due to weather, calamity, or the team or class has decided not to attend the event, a payback bid (if applicable) will be provided only at the first Primary Trip Bid meeting following cancellation. If a driver has been awarded a trip and it is cancelled prior to the departure time for any reason other than weather, calamity, or the team or class has decided not to attend the event the driver will be paid for the time on the cancelled trip ticket up to a maximum of four (4) hours with no payback. If the trip is longer than four (4) hours, the driver may choose to receive either a payback or four (4) hours pay. Adjustments to the bid schedule may occur due to unforeseen emergency. When, through no fault of their own, a driver shows up for a primary bid field trip on non-workdays and the team or class does not, the driver will receive two (2) hours pay at their regular rate of pay and a payback trip at the next regular trip bid meeting. All other primary bid field trips on routine workdays where the driver shows up and the team or class does not, will be compensated either their actual time to the departure site and back to their respective compound and one payback at the next regular trip bid meeting or four (4) hours pay at their regular rate of pay.

B. Add-on

Add-on Trips are transportation requests received after the posting of the Primary Trips Bid and departing on or before the next date of the Primary Trip Bid Meeting. Trips that become available after the posting of the Primary Trips shall be posted no later than 9:00 a.m. each Thursday on the bulletin board in the Communications Center. Drivers who desire to drive a trip must sign up before the posted deadline. Awarding of trips shall be based on eligibility as established by the rotating seniority list. Payback bids will not be provided when add-on trips are canceled. Instead, when an awarded add-on trip is cancelled for any reason other than weather, calamity, or the team or class does not attend the event, drivers will be paid for the time on the trip ticket up to a maximum of four (4) hours. On the occasion when an add-on trip has been awarded to a driver and then either the date or time of that trip is changed, the

trip will remain with the original driver as long as the driver is available at the new date or time. When the driver is unavailable, the trip will be reposted and then awarded.

C. Emergency

Emergency trips shall be defined as trip requests received less than 24 hours before departure. Emergency trips will be announced over the radio and awarded to the first eligible driver by seniority rotation.

23.2 All field trips shall be date stamped on a daily basis on the appropriate field trip list in the order in which the requests were received by the Transportation Department.

23.3 Proxy bids will be accepted from drivers who are absent provided the proxy bid form is placed in a locked proxy bid box prior to the bid meeting. The proxy bid box will be placed at each bus compound and identified as such by the transportation staff. A proxy may represent only one driver at the meeting.

23.4 Primary and Add-on field trips shall be bid on and awarded based upon two (2) field trip rotation lists maintained for each. These two (2) lists shall be established on a voluntary basis. The field trip rotation lists shall be maintained by the Transportation Supervisor and shall be posted in the Communications Center.

A. Field Trip Rate

Prior to January 1, 2025, unit members shall receive their regular hourly rate of pay for the first four (4) hours of a trip, unless the total trip time exceeds four (4) hours, in which case the unit member shall be paid for all hours actually driven at his or her regular rate. The sit time rate of fifteen dollars ($15.00) per hour shall apply to sit time/downtime where the total trip time exceeds four (4) hours.

Effective January 1, 2025, the sit time rate shall be eliminated, and unit members shall receive their regular hourly rate of pay for all hours of a field trip.

All unit members shall be paid for a minimum of two (2) hours per trip regardless of the total trip time. On non-student days other than during summer, employees will be paid a 2½ hour minimum, plus the pre/post trip inspections (total of three hours).

A driver who is absent for any portion of their route on a Friday automatically forfeits a trip that is scheduled for Saturday or Sunday unless pre-approved personal leave is scheduled. Unless absent for Jury Duty, a driver who is absent for the afternoon portion of their route forfeits any trip they have scheduled for that day.

23.5 A field trip is any extra-curricular, co-curricular, athletic or band trip outside of the driver's normal assignment including trips involving more than 18 students (i.e. two vans) or use of a school bus. Bargaining unit members will drive trips when available. In the event up to two (2) vans are used as transportation, and teachers or activity sponsors volunteer to drive the vans, the Board is not required to have a bargaining unit member drive.

23.6 Payback bids for canceled primary trips shall proceed in order according to the date of scheduled event that was canceled, beginning with the unit member who had the earliest canceled trip, followed by the member who has the next canceled trip, and so on until each member entitled to a payback bid has had the opportunity to select a trip. After all members entitled to payback bids have completed their selection; the Primary Trip rotational system will be used to determine the order for the remaining members.

23.7 If the initial field trip is canceled and is rescheduled within a bid period, the trip shall be offered to the original driver. No payback is necessary in this case. If a driver is unavailable when the trip is rescheduled, then a payback will be offered in the next bid period.

23.8 No payback bid shall be provided to any unit member who turns in a trip that such member had bid on and been awarded. If a driver fails to give at least twelve (12) hours notice to turn in a field trip, he/she will be removed from the field trip bid list for the next month or if in May, for the summer and September unless waived by the administration due to illness or emergency of the driver or in his/her family.

23.9 Unit members who have turned in awarded trips on three (3) occasions that have not been excused by the Transportation Director due to illness or other emergencies supported by documentation shall be removed from the field trip rotation system for the remainder of the school year. The Board may offer field trips to such unit members when members still in the rotation system are not available.

23.10 Drivers shall be eligible for overnight trips and extended trips. Each Member awarded such trip will be reimbursed for meal expenses at the IRS CONUS per diem rates, and shall be provided overnight accommodations.

23.11 Drivers shall only be offered trips at times when regular route assignments do not conflict with either the beginning or end of the scheduled field trip with the following exceptions:

A. Substitute drivers shall not be placed on the field trip rotation list but may be used for field trips if no regular bus driver is available for a field trip.

B. Drivers shall be eligible to drive a field trip if the driver can routinely arrive at the pickup location without adjustments to their regular driving schedule.

Drivers must arrive at the pick-up location at the specified time unless prior authorization is given to arrive later.

23.12 Departure times for all bus drivers with field trips shall be established by the administration based on the request and actual driving start time. Bus drivers shall have fifteen (15) minutes of paid time to pre-trip the bus for departure if they have not already driven that bus that day. Driving time shall start when the bus reasonably departs the storage location or upon regular route completion.

23.13 Clean-up time fifteen (15) minutes after a field trip shall be paid at the regular rate of pay.

23.14 The rotation system for field trips shall be by seniority, and shall not run continuously from year to year.

23.15 The definition of a split field trip is when a driver transports students to an activity, returns to the school district, and then goes back to the activity and picks up the students to drive them back to the school district. Except as provided in Section 23.20, the Board shall determine when a split field trip is appropriate rather than layover time, and vice versa. A driver shall be compensated a minimum of three (3) hours for each part of the trip. The driver for the first part of the split field trip shall be given first refusal for the second part of the field trip.

23.16 Drivers will stay with the bus, or at the event, on every extra trip with a meal break approved by the Transportation Supervisor and in consultation with the coach or advisor.

23.17 A driver may be assigned by the district to assist with the assignment and record keeping of the field trip procedure, for up to two (2) extra hour's pay per week (up to 40 weeks per year). No such assignment of driver for extra pay will be longer than two (2) consecutive school years unless an extension is mutually agreed by management and the Union.

23.18 In the case of summer trips, one (1) missed trip without 12 hours prior notice will be cause for removal from the summer work list for the remainder of the summer, unless waived by the Director of Transportation or designee in his/her discretion.

23.19 No driver shall turn in a field trip for another trip or any other driving assignment.

23.20 For events exceeding 10 hours, such as show choir and wrestling, when the destination is within a twenty-five (25) mile radius from Olentangy High School, management shall retain the option to split such trip into two (2) separate parts: a drop off only, and a pick-up only. The driver will be guaranteed a minimum of three (3) hours for each part of the trip and shall return the group to school.

A driver may bid on both the drop off and the pick-up portions of such trips. By doing so, it will be counted as one bid for the driver. A driver also may bid on the drop off only. If this occurs, the pick-up portion of the trip may be bid by another driver. In either case, the three (3) hour minimum applies.

If there is inclement weather or unforeseen circumstances, or if the hours of a trip are reduced after it has been awarded and it is deemed efficient by a supervisor or director to require the driver to remain on site, a split trip may be combined again. This may occur only when the same driver is awarded both the drop off and pick-up. However, a combined trip may not be split later.

ARTICLE 24 - MISCELLANEOUS

24.1 Bus Parking

The Board shall determine in its sole discretion where buses are parked overnight or during the other downtime when not in use.

Drivers may be directed to leave and/or pick up their buses at a particular location for maintenance.

Drivers are required to drive their assigned bus on all routes and trips unless otherwise authorized by management. This provision does not limit or prevent drivers from bidding on and being awarded a field trip under Article 23, and the bus to be used must be authorized by management.

24.2 Student Medical Conditions

The Board shall make reasonable efforts to (1) keep members aware of severe student medical problems, (2) changes in student riders, and (3) changes in bus stops. When requested by a unit member, the administration shall inform the driver of discipline taken against a particular student arising from transportation by that driver.

24.3 Student Drop off/Pickup

When there is to be a change in schedule or in student pick up/drop off points, the affected driver(s) will be given written notice of the change. The only stops (pick-ups and drop offs) are those approved by the Board.

24.4 Annual Physical

The required annual bus driver physical examination shall be paid by the Board. The examination shall be made by a licensed physician selected by the Board.

24.5 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. The committee shall meet on unpaid time between 9:15 a.m. and 2:00 p.m.

ARTICLE 25 - NEGOTIATION PROCEDURES

25.1 Pursuant to Section 4117.17(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 procedure listed in Section 4117.14(C)(2) – (6) and any other procedures to the contrary.

25.2 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 party either is compelled to agree to a proposal or does it require the making of a concession.

25.3 The collective bargaining representatives of each party shall consist of no more than five (5) individuals. Each team shall have a spokesperson that 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.

25.4 Notice to Negotiate

Negotiations may be initiated by either the Union or the Board by notifying the other party in writing not earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days, before the expiration of this Agreement.

25.5 Within thirty (30) 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.

25.6 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.

25.7 While negotiations are in progress the following are in effect:

A. Caucus – The chairperson of either group may recess his or her group for independent caucuses of reasonable duration at any time.

B. 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.

C. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced in writing, dated and initialed by each party.

D. 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.

E. Ratification/Adoption

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

25.8 Impasse

If on unresolved issues, tentative agreement is not reached, either party may declare an impasse. Within five (5) days of declaration of an 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' mutual dispute resolution procedure.

25.9 Strike Notice

Nothing in this Article shall be read to prohibit the Union, after ten (10) days written notice, from striking after expiration of the current Agreement, in accordance with Ohio Revised Code 4117.14(D)(2), or to prohibit the Board from implementing its last offer.

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

25.11 Printing Final Agreement

There shall be two (2)-signed copies of the final Agreement. One (1) copy shall be retained by the Board and one (1) copy by the Union. Within thirty (30) days after the execution of this Agreement, the Union shall print or duplicate and provide, without any charge, a copy of this Agreement to every unit member. Any unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy by the Board, without charge, at the time of employment. Each unit member shall be provided by the Union, without charge, with a copy of any written changes agreed to by the parties of this Agreement during the life of this Agreement. The Board and Union will split the cost of printing the Agreement and written changes.

ARTICLE 26 - BARGAINING UNIT WORK

26.1 The Board shall not subcontract any bargaining unit work during the term of this Agreement, which causes a layoff, or reduction of normal work hours of any bargaining unit members. The Board shall retain the right to contract any work, which does not violate this section.

ARTICLE 27 - INSURANCE

27.1 The benefits program provided by the Board shall include the following:

A. Section 125 Cafeteria Plan. The Board will remain a "cafeteria plan" following guidelines in 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.

High Deductible Healthcare Plan (HDHP) and Health Savings Account (HSA) Alternative. The HDHP benefits and deductible are summarized per the description HDHP/HSA Plan attached as Appendix B.

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/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/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, in its sole discretion, may determine or change the plan and benefits level, after meeting or conferring with the Union, to the same level as the plan available to the majority of Olentangy employees.

- 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/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/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/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, 2018. Thereafter:

  a. 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).

  b. 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.

  c. Beginning September 1, 2023, District provided health insurance benefits will cease on the last day of the month in which a unit member actually works.

C. Term life insurance for each Unit Member will be available on the following basis paid by the Board:

Annualized Wages Based on Route as of September 1	Amount of Term Life Insurance
Up to - $20,000	$30,000
$20,001 - $30,000	$40,000
$30,001 - and above	$50,000

D. The Board will furnish Liability Insurance for Unit Members as provided under the Board's Liability insurance policy.

27.2 School Employees Retirement System (SERS)

Board "pickup" of a unit member's share of SERS contribution shall continue at the rate of unit member contribution established by SERS. The "pickup" will be at no cost to the Board and is solely for the purpose of reducing current tax for Unit Members. The "pickup" will remain in effect so long as Revenue Rating Ruling No. 770462 remains unchanged.

ARTICLE 28 - WAGES

28.1 Wages for bargaining unit members are set forth in the Wage Schedule attached as Appendix A.

28.2 "Steps" set forth in the wage schedule generally reflect a member's years of continuous service with the Board as a regular contract bus driver, unless placement in the wage schedule was modified upon the employee's initial hiring in accordance with provisions of this Article. Step increases shall be effective on the first day of July following the completion of one (1) year. Steps for eligible employees will resume upon ratification and adoption of this Agreement, with eligible employees advancing one step on the wage schedule.

The Board will revise the wage schedule and add steps 26, 28, and 30, starting with the 2025-2026 school year. Members will continue to be placed on the wage schedule in accordance with the provisions of this Article. Negotiated percentage increases will be applied to the revised schedule.

28.3 Unit members who have transferred from other positions in the District may be placed at any step on the wage scale not to exceed their years of service in the district.

28.4 Each member shall receive written notice of the wage schedule step he or she is placed at effective within thirty (30) days of Board approval of this Agreement, and thereafter shall receive written notice of the step he or she advances to each subsequent July 1.

28.5 The number of hours paid for a route will correspond to the typical time (to the nearest quarter hour) required to drive the route, with any adjustment by October 1 (retroactive to the first day of student instruction) of a school year. Bus drivers will be paid an additional .75 hours daily for student days. Pay for those hours will cover the time required for the following job responsibilities occurring throughout the school year:

- Daily bus cleaning and sweeping
- Evaluation time
- Time spent on random drug testing
- Preparation of maintenance records
- Maintaining route sheets
- Pre-trip and post-trip inspections
- Fueling
- Conferences with administrators or parents about student discipline on buses
- Occasional washing of bus

Additionally, bus drivers shall be paid for up to ten (10) hours of professional development and safety training throughout the year. These hours may be taken

in increments of fifteen (15) minutes. These hours shall be mandatory for bus drivers to attend when scheduled by the transportation director/designee.

Starting with the 2018-19 school year, the transportation director/designee will schedule an additional five (5) hours of paid training time. Any make-up hours will be scheduled by the director/designee as non-overtime hours and paid upon completion.

28.5.1 The District may pay bus drivers who cover extra runs between their bid runs an additional hour per AM or PM occurrence. The maximum additional daily pay for route coverage is two (2) hours.

A. The District retains sole discretion on which routes can logistically and efficiently be split or adjusted to cover the route that needs to be covered. Examples of logistic and efficient considerations are included below.

i. Earliest arrival time in relation to school start or dismissal time
ii. Closest in proximity
iii. Scheduled route time
iv. Actual route time
v. Seniority.

B. Extra pay will not be paid when coverage is needed during the typical drive time on the route. For example, preschool Mondays, non-public/DACC non-school days, special programs are not in session, or student(s) not riding.

28.6 A bus driver hired into the bargaining unit shall be paid the "0 Years of Experience" hourly rate for the first sixty (60) actual work days of employment in the bargaining unit. After such sixty days, the driver will be paid at the "1 Year of Experience" hourly rate for the rest of the school year in which the sixty-first actual workday occurs. The driver will not advance to the "2 Years of Experience" hourly rate until he or she has worked for the District for two school years.

28.7 A "year of experience" is a school year (July 1 – June 30) in which the driver has been in paid status for at least one hundred and twenty (120) work days during the regular bus driver work year.

28.8 A newly hired bus driver with prior year(s) of experience as a school bus driver may be awarded unlimited years of experience credit on the wage schedule at the time of hire into the bargaining unit.

28.9 Beginning with their twenty-fifth (25^{th}) year of employment with the Olentangy Local School District, employees shall receive longevity pay in the amount of thirty-five cents ($0.35) per hour.

28.10 Bus Driver Hiring and Retention Stipends

A. New Driver Stipend

The Board will pay new bus drivers a $300.00 stipend after the driver works as a driver for a total of 120 days. If a driver works 120 days during the driver's first contract year, the Board will pay the stipend by the second pay date in June. If a driver is hired mid-year and reaches a cumulative total of 120 days worked during the driver's second contract year, the Board will pay the stipend by the second pay date of June that year.

B. Retention Stipends and Recertification

Effective August 1, 2022, the Board will pay drivers a $300.00 retention stipend after their fifth anniversary. After each additional five years of service as a driver (i.e., 10, 15, 20 years), the Board will pay a $500.00 stipend. The anniversary date shall be based on the first work day as a driver. No driver shall receive a stipend if his or her attendance falls below a 97% total average over the preceding five years. For purposes of this stipend, bereavement and personal leave will not count against attendance calculations. The Board will pay stipends by the second pay date in June.

The Board will pay the cost of recertification classes. The Board also will pay for drivers' attendance during required class time. Pay shall be at the driver's straight time hourly rate. This may include up to two (2) hours of training time spent with an On-Board Instructor.

ARTICLE 29 - PAY DATES

29.1 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.

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

29.3 Upon Board approved retirement or resignation, when a bargaining unit member completes his or her contract for the school year, the unit member may notify the District treasurer of his or her intent to elect to have salary installments recalculated in equal payments through the last month in which that unit member is actually working. Otherwise, the unit member will be paid out in a final lump sum on June 25. Bargaining unit members who resign or retire before completing their contract year will be paid their final payout as soon as practicable, but no later than thirty (30) days after the final day the unit member actually works.

ARTICLE 30 - SAVINGS CLAUSE/EFFECT ON STATE LAW

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

30.2 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.

30.3 This written Agreement supersedes and replaces all pertinent statutes, rules and regulations that the parties have the authority to supersede and/or replace.

ARTICLE 31 - WAIVER OF NEGOTIATIONS

31.1 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 collective bargaining and that the understandings of that right and opportunity are set forth in this Agreement.

31.2 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.

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

ARTICLE 32 - DURATION OF AGREEMENT

32.1 This Agreement shall be effective as of 12:00 a.m. July 1, 2025 and shall continue in full force and effect until midnight, June 30, 2028.

OAPSE AND ITS LOCAL NO. 322

_____
President

_____
Field Representative

_____, 2025

OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

_____
President

_____
Treasurer

_____, 2025

APPENDIX A

Olentangy Schools Board of Education Transportation Driver 2025-2026 School Year

Step	Hourly
0	$ 25.14
1	$ 25.65
2	$ 26.30
3	$ 26.87
4	$ 27.46
5	$ 28.08
6	$ 28.75
7	$ 29.36
8	$ 30.01
9	$ 30.62
10	$ 31.20
11	$ 31.81
12	$ 32.42
13	$ 33.02
14	$ 33.64
15	$ 34.10
16	$ 34.57
17	$ 35.05
18	$ 35.53
19	$ 35.53
20	$ 36.00
21	$ 36.00
22	$ 36.47
23	$ 36.47
24	$ 36.95
25	$ 36.95
26	$ 37.43
27	$ 37.43
28	$ 37.92
29	$ 37.92
30	$ 38.42

Olentangy Schools Board of Education
Transportation Driver
2026-2027 School Year

Step	Hourly
0	$ 25.89
1	$ 26.42
2	$ 27.08
3	$ 27.67
4	$ 28.28
5	$ 28.92
6	$ 29.61
7	$ 30.24
8	$ 30.91
9	$ 31.53
10	$ 32.13
11	$ 32.76
12	$ 33.39
13	$ 34.01
14	$ 34.64
15	$ 35.12
16	$ 35.60
17	$ 36.09
18	$ 36.59
19	$ 36.59
20	$ 37.07
21	$ 37.07
22	$ 37.56
23	$ 37.56
24	$ 38.05
25	$ 38.05
26	$ 38.55
27	$ 38.55
28	$ 39.05
29	$ 39.05
30	$ 39.56

Olentangy Schools Board of Education
Transportation Driver
2027-2028 School Year

Step	Hourly
0	$ 26.67
1	$ 27.21
2	$ 27.90
3	$ 28.51
4	$ 29.13
5	$ 29.79
6	$ 30.50
7	$ 31.15
8	$ 31.84
9	$ 32.48
10	$ 33.10
11	$ 33.75
12	$ 34.39
13	$ 35.03
14	$ 35.69
15	$ 36.18
16	$ 36.67
17	$ 37.18
18	$ 37.69
19	$ 37.69
20	$ 38.19
21	$ 38.19
22	$ 38.69
23	$ 38.69
24	$ 39.20
25	$ 39.20
26	$ 39.71
27	$ 39.71
28	$ 40.23
29	$ 40.23
30	$ 40.76

APPENDIX B

Olentangy Local School District PPO Plan Option Effective January 1, 2022 – December 31, 2025		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26/28 Removal End of Month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$400 / $800	$800 / $1,600
Coinsurance	90% after deductible	80% after deductible
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,400 / $2,800	$2,800 / $5,600
Maximum Out-of-Pocket (MOOP) (Includes Deductible, Coinsurance and Copays) – Single/Family	$2,800 / $5,600	$5,600 / $11,200
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$15 copay, then 100%	80% after deductible
Specialists Office Visit[2,3]	$25 copay, then 100%	80% after deductible
Urgent Care Office Visit[3]	$50 copay, then 100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	$15 copay, then 100%	80% after deductible
Allergy Treatment	100%	80% after deductible
Preventative Services (in accordance with State and Federal Law)[5]		
Routine Physical Exam (Ages 21 and over)	100%	50% after deductible[4]
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth To Age 21)	100%	80% after deductible
Routine Vision Exams (One exam every two benefit periods; Age 21 and over)[2]	100%	$10 copay, then 100%
Routine Hearing Exams (One exam every two benefit periods; Age 21 and over)	100%	50% after deductible[4]
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing (All Ages)	100%	50% after deductible[4]
Routine Endoscopic Services (All Ages)	100%	50% after deductible[4] (Professional); 80% after deductible (Institutional)
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visit per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room[6]	$200 copay, then 100%	$200 copay, then 100%
Non-Emergency use of an Emergency Room[6,7]	$250 copay, then 100%	$250 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible
Additional Services		
Ambulance	90% after deductible	80% after deductible

Durable Medical Equipment	90% after deductible	80% after deductible
Benefits	**Network**	**Non-Network**
Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	90% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Residential Treatment Centers	90% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services ($1,000 lifetime maximum)	90% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the insurance company's negotiated rate with the provider.

Refer to the certificate of coverage for complete list of covered benefits, exclusions and limitations.

1. **Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover supplies.**
2. **The office visit copay applies to the cost of the office visit only.**
3. **The PCP copayment will apply to Specialist office visits when services are rendered outside the Network Service area.**
4. **Not applied to Coinsurance Out-of-Pocket Maximum.**
5. **Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.**
6. **Copay waived if admitted.**
7. **The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.**

Olentangy Local School District PPO Plan Prescription Program[1]		
Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage[2,3]		
Generic Copayment	$10	34
Formulary Copayment	$25	34
Non-Formulary Copayment	$45	34
Home Delivery Program with Oral Contraceptive Coverage[3]		
Generic Copayment	$20	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$90	90

Note: Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

1. **Coverage includes Preventive Medications, in accordance with Federal Law.**

2. **If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pays the brand copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the brand copayment only.**

3. **The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin. The member pays a separate copay for each supply purchased on the same day.**

The benefits summaries for insurance plan years starting on or after January 1, 2026, shall be posted on the District intranet.

Olentangy Local School District
HDHP/HSA Plan Option
Effective January 1, 2022 – December 31, 2025

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26/28 Removal Upon End of Month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Benefit Period Deductible – Single/Family[1]	$2,800 / $5,400	$5,400 / $10,800
Coinsurance	100% after deductible	80% after deductible
Coinsurance Maximum	None	$5,400 / $10,800
Maximum Out-of-Pocket (MOOP) (Includes Deductible & Coinsurance) – Single/Family	$2,800 / $5,400	$10,800 / $21,600
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	100% after deductible	80% after deductible
Allergy Treatment	100% after deductible	80% after deductible
Preventative Services (in accordance with State and Federal Law)[2]		
Routine Physical Exams (Age 21 and over)	100%	80% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to Age 21)	100%	80% after deductible
Routine Vision Exams - (One exam every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Hearing Exams – (One exam every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing (All Ages)	100%	80% after deductible
Routine Endoscopic Services (All Ages)	100%	80% after deductible
Prescription Drugs – Oral Contraceptives included[3,4,5] Retail – 34-Day Supply Home Delivery – 90-Day Supply	100% after deductible Preventative – 100% (Standard Plus Preventive Medications List (Generic and Brands)	
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visits per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	80% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	100% after deductible	80% after deductible

Benefits	Network	Non-Network
Mastectomy Bras (2 per benefit period)	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Residential Treatment Centers	100% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services ($1,000 lifetime maximum)	100% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: **Non-Contracting and Facility Other Providers will pay the same as Non-Network.**

Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

1. **Maximum family deductible. Member deductible is the same as single deductible.**
2. **Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.**
3. **Failure to present an ID card may result in decreased benefit.**
4. **Coverage includes preventive medications, in accordance with Federal Law.**
5. **The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin**

The benefits summaries for insurance plan years starting on or after January 1, 2026, shall be posted on the District intranet.

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 operation 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 collective bargaining agreement between the Board and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, Local No. 322, effective July 1, 2025 through June 30, 2028.

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.

Digitally signed by Timothy "Ryan" Jenkins
Date: 2025.01.27 11:23:48 -05'00'

Timothy R. Jenkins, Treasurer

Digitally signed by Todd R. Meyer
Date: 2025.01.27 11:22:29 -05'00'

Todd R. Meyer, Superintendent

Digitally signed by Brandon Lester
Date: 2025.01.27 11:22:58 -05'00'

Brandon J. Lester, Board President

January 23, 2025

Collective Bargaining Agreement

The Olentangy Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, Local No. 322 ("Union") agree to the following terms for a new three-year collective bargaining agreement, effective July 1, 2025 through June 30, 2028 ("new Agreement"):

1. Except as otherwise provided here, the terms of the prior collective bargaining agreement ("prior Agreement") in effect from July 1, 2022 through June 30, 2025, including any and all Memorandums of Agreement ("MOAs") and Memorandums of Understanding ("MOUs") are incorporated into the new Agreement as though rewritten.
2. Employees shall receive a two and one-half percent (2.5%) base wage increase for the 2025-26 school year, and a three percent (3%) base wage increase for the 2026-27 and 2027-28 school years, pursuant to the salary schedule attached as Exhibit A.
3. The Board and the Union agree to the amendments attached as Exhibit B.

Section 23.4 of the prior Agreement also is amended as noted in Exhibit B, with an effective date of January 1, 2025.

The terms set forth here were ratified by the Union and adopted by the Board on January 23, 2025.

OAPSE, LOCAL NO. 322

R. E. Vangdoff

President

BOARD OF EDUCATION OLENTANGY LOCAL SCHOOLS

Digitally signed by Brandon Lester
Date: 2025.01.27 11:26:07 -05'00'

President

Digitally signed by Timothy "Ryan" Jenkins
Date: 2025.01.27 11:25:00 -05'00'

Treasurer

Digitally signed by Todd R. Meyer
Date: 2025.01.27 11:25:31 -05'00'

Superintendent