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COLLECTIVE BARGAINING AGREEMENT

Between

The Upper Arlington City School District
Board of Education

And

Local 201 of
The Ohio Association of Public School Employees /
AFSCME Local 4 / AFL-CIO

January 1, 2014 through December 31, 2016

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ARTICLE I – RECOGNITION

1.1 The Board of Education of the Upper Arlington City School District ("the Board") recognizes Local 201 of the Ohio Association of Public School Employees ("the Union") as the sole and exclusive bargaining representative for all full-time and regular part-time employees, excluding employees regularly working at their homes, educational aides, and Community Involvement Program, auxiliary services, casual (substitute), supervisory, management level, certificated, and the following confidential employees, provided that in the event that any of the following positions is abolished and the duties of same reallocated, an employee whose primary responsibility following such reallocation is to perform the duties of such abolished position(s) shall also be excluded:

- A. Secretary to the Superintendent
- B. Secretary to the Chief Academic Officer
- C. Secretary to the Executive Director of Business Services
- D. Secretary to the Executive Director of Communications
- E. Secretary to the Executive Director of Human Resources
- F. Secretary to the Treasurer/CFO
- G. Assistant Treasurer

The persons so represented shall hereinafter be referred to as "members of the bargaining unit" or "employees."

ARTICLE II - PROCEDURES FOR NEGOTIATIONS

2.1 NEGOTIATING TEAMS

The designated representatives of the Board will meet with the designated representatives of the Union for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to five (5) persons. The Union may elect to have a field representative as a member of the team and the Board may elect to employ an outside negotiator as a member of the team. The President of the Union and the Superintendent are both ex-officio members of the two respective teams and as such are not included in the numerical limit just stated. Subject to such numerical limit, neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Union and the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items tentatively acceptable to both parties involved in negotiations.

2.2 NEGOTIATIONS MEETINGS

- A. If either party desires to terminate or modify this Agreement at the scheduled expiration date set forth hereinbelow, it shall serve notice of its proposal in that regard upon the other party and the State Employment Relations Board not more than ninety (90) days and not less than sixty (60) days prior to such expiration. This Agreement shall continue in full force and effect until the later of (a) the

expiration date set forth hereinbelow or (b) sixty (60) days after notice as aforesaid is received by the other party, or the effective date of a new or renewed collective bargaining agreement, whichever comes first.

- B. Within three (3) days of receipt of the notice described in paragraph A, the receiving party will communicate with the other party to establish a mutually agreeable site, date and time for a meeting to commence negotiations.
- C. At the first meeting both parties shall present their written proposals in contract form and format and their explanations. Subsequent meetings will be held to negotiate the proposals until tentative agreement is reached on all issues.
- D. Each negotiations meeting will be held in executive session.
- E. Bargaining unit members who serve on the negotiations team shall be granted paid released time from their job assignments to participate in negotiations sessions. The Union and the Board agree to schedule negotiations sessions at a variety of different times throughout the bargaining period so certain employees are not always absent from their regular work assignment during negotiations.
- F. There shall be no smoking in the negotiating room during negotiating sessions, including but not limited to caucus sessions held therein.

2.3 CAUCUS

Upon the request of either party, a negotiations meeting shall be recessed to permit the requesting party time to caucus not to exceed thirty (30) minutes unless an extension of time is mutually agreed upon.

2.4 EXCHANGE OF INFORMATION

The Superintendent or his/her designee shall furnish the Union, and the Union shall furnish to the Superintendent or his/her designee, upon reasonable request, all available information pertinent to the issues under negotiation.

2.5 PROGRESS REPORTS

- A. During negotiations, interim reports may be made to the bargaining unit by its representative and to the Board and its management level and supervisory employees by the Board's representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the parties concerned.
- B. News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement, provided that notwithstanding the foregoing, in the event of an impasse declared by a mediator or upon the issuance to the

Board of a ten (10) day notice to strike, whichever shall first occur, either party may issue a news release detailing the status of negotiations upon twenty-four (24) hours written notice of contents given to the other party.

2.6 SETTLEMENT PROCEDURE

- A. If agreement is not reached on or before the thirtieth (30th) calendar day prior to the date on which this Agreement shall cease to continue in full force and effect pursuant to paragraph A of section 2.2, in lieu of requesting the State Employment Relations Board to intervene as provided in Ohio Revised Code section 4117.14(C)(2), the parties agree to submit a joint request to the Federal Mediation and Conciliation Service for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternate mediation service. Nothing herein shall be construed to prevent the parties from continuing negotiations without mediation assistance.
- B. The mediator shall have the authority to hold bargaining sessions and to confer with any person deemed necessary to resolve any impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.
- C. If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the date on which this Agreement shall cease to continue in full force and effect pursuant to paragraph A of section 2.2 or any mutually agreed extension thereof, the Union may give a written ten (10) day notice of intention to strike to the Board and to the State Employment Relations Board.
- D. Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.
- E. Any costs associated with this settlement procedure shall be borne equally by each party.

2.7 AGREEMENT

- A. When tentative Agreement is reached on all issues being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union membership for ratification. If ratified by the Union, the tentative Agreement shall further be presented to the Board, at the next scheduled Board meeting, for its ratification.
- B. During the time the issues are being considered for ratification, members of the bargaining unit shall continue on the job until final disposition of the issues has been determined. When ratified by the Union and the Board, the Agreement shall

be signed by both parties and shall become a part of the official minutes of the Board.

- C. All negotiated benefits shall be implemented upon the dates as stipulated in the final agreement between the Union and the Board.
- D. Any Agreement ratified by the Union and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of said Agreement.

2.8 AMENDMENT PROCEDURES

The President of the Union and the Superintendent, or their respective designees, may meet privately during the term of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification by the Executive Board of the Union and thereafter by the Board and shall become effective upon such dual ratification unless the amendment otherwise provides.

2.9 SUPREMACY OF THESE PROVISIONS

These negotiations procedures are the result of the parties' negotiations for the period of time specified. As such, they supersede and make inapplicable any other settlement procedures set forth in Ohio Revised Code section 4117.14.

ARTICLE III - MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself and its designees, without limitation because of lack of specificity or precision in setting forth same, all powers, rights, and authority to manage and operate the Upper Arlington City School District, including but not confined to the adoption and implementation of all policies, rules, regulations, practices and actions directly or indirectly affecting employees, including but not limited to those concerning discipline, except as specifically and expressly limited by the terms of this Agreement. This section shall be construed to grant the Board full reserved rights to act, and only those conditions placed in writing in this Agreement are beyond the absolute power, right and authority of the Board to alter, or repeal, unilaterally.

3.2 APPLICABILITY OF CIVIL SERVICE STATUTES

The Board and its employees shall not be subject to the jurisdiction of the Upper Arlington or any other Civil Service Commission or otherwise be governed by the provisions of Ohio Revised Code Chapter 124 or statutes in lieu thereof as allowable by law except as specifically and expressly set forth in this Agreement or in Ohio Revised Code section 4117.08(B).

3.3 BARGAINING UNIT WORK

- A. Supervisors and management level employees shall not perform work customarily performed by members of the bargaining unit except as same either may be consistent with historic practice or may occur because of abnormal conditions, instruction, inspection, or practical unavailability of bargaining unit employees.
- B. Pursuant to Ohio Revised Code section 4117.103, nothing in this Agreement shall preclude the use of volunteers, provided that, if and as permitted by the just-cited section, it is hereby agreed that such use shall not cause any member of the bargaining unit to be laid off, have his/her regularly scheduled hours of work reduced, or not be recalled, if such member maintains recall rights under section 5.4A.8, on a regular and continuing basis to the scheduled number of working hours and work s/he had been performing as of the time of his/her layoff.

ARTICLE IV - PROCEDURES FOR GRIEVANCE

4.1 PURPOSE

The basic purpose of these Grievance Procedures is to provide a mechanism which will maintain harmonious relations with bargaining unit personnel by securing quick, fair, and final solutions to grievances which arise in the normal functioning of a school.

4.2 DEFINITION

A grievance is a claim, seeking redress, by any employee or group of employees arising from the lack of compliance with, or misinterpretation or misadministration of, this contract.

4.3 INFORMAL GRIEVANCE

No grievance may be processed through the formal levels described in section 4.4 unless either:

- (a) an attempt has been made by the grievant(s) to resolve same by informal discussion with the immediate supervisor after the grievant(s) has/have (i) specifically identified the matter to that supervisor as the subject of a grievance and (ii) stated the basis for the claim, provided that any such informal discussion for resolution shall then occur only after there has been adequate time for the grievant or the immediate supervisor to notify the Union so that a representative shall have the opportunity to be present without unduly delaying such informal discussion; or
- (b) the grievant(s) and the supervisor have agreed in writing to waive such informal grievance presentation.

If a claim is resolved by such informal grievance presentation, the grievant(s) and the supervisor shall reduce the resolution to writing when feasible, unless both agree that such written resolution is unnecessary or undesirable.

4.4 FORMAL GRIEVANCE

A. Level I

If a claim is not resolved by informal grievance presentation, the grievant may initiate a written request for redress on the appropriate form and submit it for hearing at the grievant's immediate level of supervision. A solution must be effected within ten (10) days or the grievance shall be deemed automatically filed at Level II. The ten (10) day time limit may be extended by written and signed mutual agreement of the parties involved.

B. Level II

If the grievance is not resolved at Level I, and with the full knowledge of the immediate supervisor, the grievant may present the same unresolved written grievance to the Superintendent or to his/her designee within five (5) days of the receipt of the timely response at Level I or the last day that such timely response could have been made, whichever is earlier. An attempt to effect a satisfactory solution shall be made within a limitation of fifteen (15) days from the date of the Level II request or the grievance shall be deemed automatically filed at Level III. The fifteen (15) day time limit may be extended by written and signed mutual agreement of the parties involved.

C. Level III

If the grievance is not resolved at Level II, the grievance may, by mutual agreement, be submitted to grievance mediation within five (5) days of the receipt of the response at Level II. Grievance mediation will be conducted by FMCS. The parties shall mutually agree upon a mediator or, if the parties cannot agree, a mediator will be assigned by FMCS. The date of mediation shall be set by agreement between the parties and the mediator.

D. Level IV

If the grievance is not resolved at Level II (or Level III if the parties agree to mediation), then the employee, with the concurrence of the Union, may request that the grievance be submitted to binding arbitration. The request for arbitration must be made within five (5) days of the receipt of the timely response at Level II or the last day that such timely response could have been made, whichever is earlier. Within ten (10) days of the receipt of the request for arbitration, the Federal Mediation and Conciliation Services (FMCS) shall be contracted to

provide an arbitrator. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the (FMCS).

1. The decision of the arbitrator shall be binding on all parties to the grievance.
2. All costs associated with arbitration shall be borne by the party found to be in error.

4.5 REPRESENTATION

Subject to the restriction in paragraph C of the immediately preceding section, and to the restriction in paragraph F of the immediately following section, nothing herein shall prohibit an individual from using these Grievance Procedures with or without Union support or representation.

4.6 GENERAL

- A. These Grievance Procedures shall be subject to review and revision by mutual consent of parties involved in its determination.
- B. All parties to a grievance shall have access to all written statements and records upon which the action being grieved is directly based.
- C. All discussions shall remain confidential during the total time the grievance is being considered.
- D. Procedure for grievances by more than one employee shall be the same as that of an individual grievance.
- E. There shall be no reprisals nor recriminations on the part of any parties involved or participating in the grievance proceedings.
- F. It is the intent of these Grievance Procedures to provide every opportunity for the grievant to appear personally along with an Union representative, if he/she so desires, at any and all levels of the formal grievance procedure, provided that, pursuant to Ohio Revised Code section 4117.03(A)(5), the Union shall have the opportunity to be present at any grievance adjustment at any level of these Grievance Procedures so long as accomplishing such presence does not unduly delay such adjustment.
- G. A formal grievance must be initiated within ten (10) days of the event giving rise to the grievance.

- H. If encompassed by section 4.2, disciplinary actions and suspensions of up to three (3) days for employees who are not in their probationary period as set forth in paragraph D of section 5.3 are subject to these Grievance Procedures.
- I. Suspensions and terminations are subject to this grievance procedure.
- J. No formal grievance shall be deemed initiated that does not in writing identify the employee(s) claiming to be aggrieved and specify the provision of this Agreement or operative and/or applicable laws and regulations allegedly violated and the redress sought, provided that the Board may require reasonable clarification of the identification of the employee(s) claiming to be aggrieved, and until such clarification is forthcoming, processing of the grievance shall be held in abeyance.
- K. A day for purposes of these Grievance Procedures shall mean a day on which the Board's Central Office is open for customary operations.
- L. An employee designated by the Union shall be granted paid released time from work (if otherwise scheduled to be working) for the purpose of assisting a grievant(s) in presentation of his/her/their grievance at any level of these procedures, provided that only one (1) such representative shall be so designated at each level for each grievance, and provided that nothing herein shall preclude the Board's scheduling such presentation when that representative is not scheduled to be working.

ARTICLE V - CONDITIONS OF EMPLOYMENT

5.1 DIVISIONS OF EMPLOYEES

It is agreed that, unless provided otherwise by the terms of this Agreement, the following categorization of employees shall apply for the establishment of working hours, pay scales, and length of employment:

- A. Secretarial and Clerical
- B. Operations and Maintenance
- C. Transportation Services
- D. Food Services

5.2 HOURS OF WORK

- A. Except for part-time employees, (a) the hours of work to which the wage schedule shall apply shall be equally divided between five (5) days during the week, and (b) the following hours shall be applied to the classifications in section 5.1:

1. A - 37 1/2 hours per week (provided that, beginning January 1, 2007, one Head Building Secretary in each elementary school shall have a standard work week of 40 rather than 37½ hours*)
 2. B - 40 hours per week
 3. C - Between 20 and 40 hours per week
 4. D - Between 10 and 35 hours per week
- B. If the regularly scheduled number of hours of a position are modified in any way, the layoff procedure of section 5.4 shall be followed, however, if all persons directly affected by the modification agree, the provisions of this paragraph may be disregarded.
- C. An employee injured while working on the job who is unable to complete his/her scheduled working day due to injury shall be paid for the scheduled remainder of the day. Such time shall not be charged against any paid leave.
- D. Employees identified in paragraphs A, B, and D of section 5.1 who work 4 hours or less per day shall be granted a 15 minute break with pay per day as scheduled by their supervisors. Employees identified in those paragraphs who work more than 4 hours per day shall be granted two 15 minute breaks with pay per day as so scheduled. Employees identified in those paragraphs who work 6 hours or more per day shall additionally be scheduled for a 30 minute meal break per day without pay.
- E. Except for one additional custodian position that the Board may assign to perform any custodial duties throughout or in any part of the district (including but not limited to those duties that would normally be performed by other custodians (i) but for their absence or (ii) on an overtime basis, except that, consistent with past practice, such custodian position shall not be used for coverage of non-school sponsored activities for which a sponsor is charged a rental fee), the established work week for employees shall be Monday through Friday consecutive hours daily with the exception of bus drivers. Notwithstanding anything to the contrary in this Agreement:
1. The above-mentioned custodian position shall have an established work week that may include Saturday and/or Sunday and that shall be either five (5) days of eight (8) hours each or four (4) days of ten (10) hours each Friday through Monday, with each of such work days being on the same shift as the others as determined per paragraph F below.

*Accordingly, as of January 1, 2007, provisions hereafter in this Agreement that define full-time employment in whole or in part in terms of, and proportionalize to, 1,950 hours annually for employees identified in paragraph A of Section 5.1 shall for all purposes instead be deemed for Elementary Head Building Secretaries to define full-time employment in whole or in part in terms of, and proportionalize to, 2,080 hours annually.

2. For the above-mentioned custodian position, the regular rate of pay, rather than time-and-one-half or double time said regular rate as might otherwise apply, shall be due for any work performed during such established work week;
3. During a weekday regular work shift for the above-mentioned custodian position, such position shall not be used to fill more than one (1) absence in any particular building unless only one (1) building has had an absence that has not been filled by a substitute on that day, provided that it is the parties' express understanding that the reference just stated to "an absence that has not been filled by a substitute on that day" is not intended, and shall not be misconstrued, to nullify, limit, or otherwise affect in any way any limitation on the Board's use of substitutes that is set forth elsewhere in this Agreement;
4. The above-mentioned custodian position shall be based at the High School and regularly assigned to work on a fifty percent (50%) basis there. Consequently, consistent with past practice for custodial employees assigned to work in multiple buildings, the employee holding the above-mentioned custodian position shall be eligible to be placed on the overtime list at the High School and to receive all overtime assignments at the High School resulting from that placement and provisions of this Agreement governing overtime assignments, provided that:
 - (a) on any day on which such employee during his/her established work week and regular work schedule is assigned to the High School and to (an)other building(s) as well, such employee shall be eligible (i) to receive overtime from the overtime list at the High School on which s/he has been placed and also (ii) to be placed at the bottom* of the overtime list(s) at such other building(s) to which s/he has been assigned on that day and to receive any overtime assignment at such building(s) resulting from such placement, and
 - (b) on any day on which during his/her established work week and regular work schedule such employee is not assigned to the High School and is instead assigned only to (an)other building(s), such employee shall not be eligible to receive overtime from the overtime list at the High School but shall be eligible to be placed at the bottom* of the overtime list(s) at such building(s) to which s/he

*As used herein, being placed at the "bottom" means being placed on a list after a rotation through the entire list of other employees irrespective of where that rotation begins. For example, if the employee holding the above-mentioned custodian position (for purposes of this example, employee D) is assigned to work in a building, other than the high school, in which three other custodians work and are on the building overtime list (for purposes of this example, employees A, B, and C) -- two of which employees (A and B) have more, and one of which employees (C)

has been assigned on that day and to receive any overtime assignment at such building(s) resulting from such placement.

5. When the above-mentioned custodian position is being scheduled on a ten hour workday basis:
 - (a) Sick leave or personal leave will be charged on a basis by which each day of absence equals ten (10) hours of leave, and use of twenty-four (24) hours of personal leave shall be deemed the equivalent of use of three (3) days of such leave.
 - (b) Vacation leave will be charged on a basis by which each day of absence equals one and one quarter (1¼) days of such leave.
6. Pursuant to section 6.3, the employee in the above-mentioned custodian position will receive one hundred twelve (112) hours of holiday pay during the year (i.e., fourteen [14] holidays multiplied by eight [8] hours), although s/he will not actually receive fourteen (14) holidays off because s/he will receive ten (10) hours off for the holidays which occur while s/he is working four days weeks. Instead, there will be two (2) holidays -- the Friday following Thanksgiving and the Friday that is the last day of Spring Break (or Good Friday if Spring Break ends on the Thursday immediately before it) -- on which said employee will work his/her regular shift.

F. Work shifts shall be defined as:

- | | |
|--------|---|
| 5.2A.1 | 1st starting 8:00 a.m., ending 4:30 p.m.
2nd starting 4:00 p.m., ending 12:30 a.m. |
| 5.2A.2 | 1st starting 7:00 a.m., ending 3:30 p.m.
2nd starting 3:00 p.m., ending 11:30 p.m.
3rd starting 11:00 p.m., ending 7:30 a.m.
Mid-shift |
| 5.2A.3 | No definition |
| 5.2A.4 | High school cook
Starting 6:30 a.m., ending 2:00 p.m. |

Nothing herein shall preclude the Board's scheduling employees to begin and end their work at times differing from the above, provided that an employee shall be

has less, classification seniority than employee D -- and if the overtime list for that building has rotated such that employee B would be at the top of such list, the order in which overtime in that building shall be offered (per past practice, if all such employees are available) shall be employee B first, then employee C, then employee A, and then employee D.

deemed to work that shift on which his/her regular work hours primarily occur in a week.

5.3 SENIORITY

To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail within the limitations indicated below:

- A. System seniority shall be defined as the length of employment of an employee with the Board in the bargaining unit as computed from the employee's most recent date of hire therein.
- B. Division seniority shall be defined as the length of employment by an employee in a particular division as computed from the employee's date of entry into such division in the bargaining unit, provided that if a classification is assigned to a different division, it shall be treated as having always been in the division to which it is so assigned. Divisions shall be the same as and correspond with those set forth in section 5.1.
- C. Classification seniority shall be defined as the length of employment by an employee in a particular classification as computed from the employee's date of entry into such classification in the bargaining unit. The classification shall be the same as and correspond with the classification established by the Board.
- D. There shall be a probationary period of one hundred twenty (120) days on which work is performed to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time, the new employee shall have no seniority rights in that position and his/her discharge or layoff for any reason shall not be subject to the Grievance Procedures set forth in this Agreement. Subject to paragraph E, employees retained beyond the one hundred twenty (120) day period shall have their system and classification seniority computed as of their date of hire.
- E. Subject to the proviso in the first sentence of paragraph B, employees with system seniority who change classification and/or division shall not accumulate classification and/or division seniority in their new classification and/or division during the first thirty (30) working days of employment therein, but shall continue to retain their seniority in their former classification and/or division during this period. Upon completion of thirty (30) working days of employment in their new classification and/or division, such employees shall acquire seniority in the new classification and/or division dating from their most recent date of entry into same and shall retain their seniority rights in their former classification and/or division as well, provided that seniority in that former classification and/or division shall not continue to accrue therein except from the date that said employee returns to such classification and/or division without any break in system seniority.

5.4 LAYOFFS AND RECALLS

- A. When the Board determines it to be appropriate to reduce the number of employees in a job classification by layoff because it has determined either that there is a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations, or that there is a current or projected decrease in workload justifying a reduction of staffing levels, employees in that classification who are still in their probationary period as identified in paragraph D of section 5.3 shall be laid off or terminated first. If additional layoffs are made, they shall be made in inverse order of seniority, as calculated under section 5.3, under the following rules and regulations.
1. The employee with the lowest classification seniority shall be the first who is to be laid off. If additional layoffs are made, the same procedure shall be followed.
 2. An employee who is to be laid off shall have the right to bump an employee in another classification in the same division with the least system seniority if the employee who is to be laid off has greater system seniority, has classification seniority in the classification into which s/he is to bump, and continues to have the stated qualifications for original or promotional appointment to the position. An employee who is to be laid off and who is unable to bump under the preceding sentence shall have the right to bump an employee in another classification in a different division with the least system seniority under the same conditions, i.e., if the employee who is to be laid off has greater system seniority, has classification seniority in the classification into which s/he is to bump, and continues to have the stated qualifications for original or promotional appointment to the position. Notwithstanding the foregoing, no part-time employee shall have the right to bump a full-time employee.
 3. Whenever an employee who is to be laid off occupies more than one part-time position, the layoff will be from all part-time positions held by the employee. In that event:
 - (a) The determination of whether the employee's right to bump is as a full- or a part-time employee shall be made on that combined basis; and
 - (b) If the part-time positions are not in the same classification, the determination of the right to bump shall be made on the basis of the classification with the highest pay range.
 4. For the purposes of subparagraphs 2 and 3 above and paragraph B below, (1) division shall be defined in keeping with section 5.1, (2) full- and part-

time shall be defined in keeping with section 6.7 A.1, provided that for employees regularly scheduled to work fewer than eleven months, full and part-time shall be defined using the same ratio method reflected in section 6.7A.2, and provided further that notwithstanding anything to the contrary in this subparagraph, all bus drivers regularly driving an a.m. and a p.m. route shall be considered full-time employees, and (3) bump shall mean to displace an employee in a classification that has the same or a lower pay range in lieu of layoff, with such displaced employee then being designated for layoff or, if still in the probationary period as identified in paragraph D of section 5.3, subject to termination.

5. Bargaining unit members who are to be laid off and otherwise have no ability to bump hereunder shall be able but not required to displace a floater substitute assigned to any of the divisions identified in section 5.1 if they have the stated qualifications to do so, provided that the order of any such displacement among bargaining unit members shall be the same seniority order for bumping as set forth otherwise in this section. No floater substitute shall perform the regularly scheduled work of a bargaining unit position that has been abolished (except in the event of the absence of a bargaining unit member otherwise scheduled to perform that work following that abolishment).
 6. When vacancies caused by layoffs are refilled, employees shall be recalled in reverse order of lay-off by division prior to layoff, provided that the employee continues to have the stated qualifications for original or promotional appointment to the position to which recalled, and provided further that any employee who has bumped into a classification pursuant to the provisions of this section may be ordered to return to his/her previous classification when a recall to the classification he/she previously held would occur.
 7. If an employee who is to be or is laid off is offered a position which is equivalent to the position presently or formerly held and declines to accept the position, he/she shall forfeit his/her recall rights.
 8. An employee on layoff shall maintain his/her recall rights for a period of one year from the date of lay-off.
- B. When the Board determines it to be appropriate to reduce the number of employees in a job classification because of position abolishment(s), the employee(s) occupying the position(s) abolished shall be laid off subject to the provisions of subparagraphs A-2 through A-7 above or may be terminated if still in the probationary period as identified in paragraph D of section 5.3, provided that, as a precondition to exercising any right otherwise existing to bump under subparagraph A-2 above, an employee who is to be laid off because of position abolishment(s) shall (a) if identified in paragraph A, C, or D of section 5.1, bump

another employee in the same classification with the least system seniority if the employee who is to be laid off has the stated qualifications for original or promotional appointment to the position and (b) if identified in paragraph B of section 5.1, bump one of the three employees in the same classification with the least system seniority if the employee who is to be laid off has the stated qualifications for original or promotional appointment to the position. No full-time employee shall be required to bump a part-time employee, nor shall any part-time employee have a right to bump a full-time employee, under the just-stated proviso, however.

- C. Bumping rights hereunder shall be such that any person who is in a position outside the bargaining unit and who bumps into it pursuant to Ohio Revised Code section 124.321 et seq. (1) shall have system, division, and classification seniority under section 5.3(A), (B), and (C), respectively, calculated as though that person had commenced employment with the Board as of the date that any such bumping by him/her occurred and (2) shall, insofar as is consistent with that calculation, be then bumped by any employee that that person bumped in the bargaining unit.
- D. The Board's representative, the President of OAPSE, Local 201, and all employees whose layoff or bumping rights hereunder would be affected by any change(s) therein for any particular reduction may agree to such change(s), and such an agreement shall then supersede for that reduction only any provisions in this section that are inconsistent with that agreement.
- E. As used in this section, bumping an employee with the least classification or system seniority shall mean the employee shall have the option either to fill a vacancy should one exist or to utilize his/her bumping rights and bump in accordance with paragraph B of this section.

5.5 FILLING 43

A. Notification of Posting Vacancies

This provision shall not apply to vacancies for bus drivers that occur on or after April 1st. For bus driver vacancies that occur on or after April 1st, the Board may fill the AM and PM portions with a long-term substitute (any mid-day portion will immediately be assigned to the most senior driver who does not have a mid-day). Any such vacancy will then be posted for bid as prescribed in Section 10.6.A. herein at the beginning of the next school year.

- 1. When a position becomes vacant, or a new position is created and such position is to be permanently filled, a notification shall be sent to all classified employees. Job postings shall include the number of hours, location, the shift (first, second, third or mid-shift over parts of two shifts) and other pertinent information.

2. Any vacant or newly created position subject to this section shall be posted within ten (10) work days of the date that the Executive Director of Business Services is aware that it is officially vacant or has been created, unless it is determined that it is not then to be permanently filled. In that latter instance, the Executive Director shall so notify the President of the Union. If it is subsequently determined that the position is to be permanently filled, the requirement of posting within ten (10) work days shall apply from the date that said Executive Director becomes aware of such determination.
3. Personnel wishing to apply for position vacancies must make written application to the Executive Director of Business Services within five (5) week days, excluding paid holidays, following the date the position was posted.

B. Transfers Within Classifications

1. Subject to paragraph E, after the fifth (5th) day of posting of a vacancy or a newly created position, it shall be awarded to the employee within the classification with the most classification seniority therein who requests a transfer to the position as set forth in subparagraph A-3. For purposes of this provision only, employees who previously worked in the classification in which the vacancy exists shall be considered an "employee within the classification," provided that those employees' classification seniority shall include only that time spent in the classification to which they seek the transfer (and shall not include any time as a substitute).
2. If the employee requests a return to his/her immediately previous position within the first thirty (30) working days (i.e., days on which he/she actually worked in the new position), the request shall be granted, provided that if at that time the position has been abolished, it shall be recreated to allow the employee to return to it, in which case immediately upon such return the position shall again be abolished and the employee shall have all rights that s/he would otherwise have under section 5.4 above. The Executive Director of Business Services or his/her designee may direct that an employee return to his/her immediately previous position within the first thirty (30) working days (i.e., days on which he/she actually worked in the new position) (and may likewise proceed in accordance with the proviso in the preceding sentence of this subparagraph if the position has been abolished), and such employee shall not be eligible to request such position when next posted. The transferred employee and their new supervisor will endeavor to have a "check-in" meeting at approximately mid-point through the thirty (30) working day period to discuss progress in the new position.

C. Promotions

1. Persons interested in any promotion shall apply to the Executive Director of Business Services as set forth in subparagraph A-3. Only persons who have the stated qualifications for appointment shall be considered for the promotion. If the Board determines that the vacancy will be filled, the Board shall utilize the following procedure for filling the vacancy:
 - (a) If three (3) or more employees from within the division in which the vacancy exists apply, the Board shall select one (1) of the three (3) most senior qualified applicants (based on division seniority) to fill the vacancy.
 - (b) If two (2) or fewer employees from within the division in which the vacancy exists apply, the Board shall select one (1) qualified applicant from a group of three (3) qualified applicants comprised of:
 - all qualified applicant(s) within the division; plus
 - a sufficient number of other qualified applicant(s) in the bargaining unit who have the greatest system seniority to make the group equal to three (3).
 - (c) If there are fewer than three (3) qualified applicants from within the division and/or within the bargaining unit, the Board may select the most qualified applicant from a group of three (3) applicants comprised of:
 - all qualified applicants within the division/bargaining unit; and
 - a sufficient number of other qualified applicants with the greatest qualifications to make the group equal to three (3).
 - (d) Notwithstanding (a), (b), and (c) as just stated, an employee shall not be eligible to be one of the group of the three (3) persons from which an appointment to a promotional position is made after s/he has been in such a group three (3) times without being selected for the same or a similar position if the third time that that employee was not so selected has been within two (2) years of the date of initial posting under subparagraph A-1.
2. As used in this section, "promotion" shall mean the act of placing an employee in a different classification with the same or a higher salary range than that previously held.
3. If a promoted employee requests a return to his/her immediately previous position within the first thirty (30) working days (i.e., days on which

he/she actually worked in the new position), the request shall be granted, provided that if at that time the position has been abolished, it shall be recreated to allow the employee to return to it, in which case immediately upon such return the position shall again be abolished and the employee shall have all rights that s/he would otherwise have under section 5.4 above. The Executive Director of Business Services or his/her designee may direct that an employee return to his/her immediately previous position within the first thirty (30) working days (i.e., days on which he/she actually worked in the new position) (and may likewise proceed in accordance with the proviso in the preceding sentence of this subparagraph if the position has been abolished), and such employee shall not be eligible for such position when next posted. The promoted employee and their new supervisor will endeavor to have a "check-in" meeting at approximately mid-point through the thirty (30) working day period to discuss progress in the new position.

D. Priority in Filling Vacancies

1. Any vacancies shall be filled first through paragraph B above, then through recall to a position from which the recalled employee effected a bump or was laid off, and then through paragraph C above.
2. Any remaining vacancy may be filled permanently through voluntary reduction and/or, subject to the last sentence of section 8.8A.4 and to section 10.8A if applicable, the hiring process.

E. Building Closings

1. Employees assigned to buildings that have been designated to close may bid on positions in accordance with paragraph A above.
2. Employees assigned to such buildings shall have rights to vacant positions before bids of others are considered. If more than one employee within such buildings bids on a vacant position, the one with the greatest classification seniority will be assigned to the position. The transfer will be delayed until the building has been closed.

5.6 EXPEDITING OF BIDDING OR BUMPING

As an alternative to the posting and bidding procedures set forth in section 5.5, and as a means of satisfying all bumping rights under section 5.4, the Board may expedite the filling of bargaining unit vacancies per said section 5.5, or the exercising of bumping rights in the event of layoff per said section 5.4, by holding a meeting. If the meeting is held as an alternative to the posting and bidding procedures set forth in section 5.5, it shall be for all employees within an eligible classification to receive bids to fill such vacancies and any created by the bidding for same; if the meeting is held as a means of

satisfying all bumping rights under section 5.4, it shall be for all employees who may exercise such rights in the event of a particular layoff or bumping that might occur as a result.

- A. No such meeting shall be held without notice of at least five (5) week days being given by a mechanism set forth in subparagraph A-1 of section 5.5
- B. The President of the Union or his/her designee in writing shall bid or bump on behalf of any employee who is not in attendance at any such meeting, provided further that any such employee may instead designate in writing any other named employee who is in attendance to bid or bump on his/her behalf, and any employee so designated shall then so bid or bump if he/she is present.
- C. If neither an employee nor the President of the Union, nor the written designee of either, is present and bids or bumps for such employee at any such meeting, then the Executive Director of Business Services or his/her designee in writing may so bid or bump.
- D. Priority of bidding and bumping shall be as otherwise stated in sections 5.4 and 5.5, respectively.

5.7 EXPERIENCE CREDIT

Newly hired employees may receive credit on the Board's salary schedule for up to two (2) years of experience in private or public sector work in a position that is the same as or similar to that in which he/she is employed by the Board, provided that no such credit may be awarded unless the Board has in place a program by which employees may receive a stipend for successful completion of a course of study that the Board in its discretion approves in advance for such purpose (with such conditions as it may attach).

5.8 SUBSTITUTES

Substitutes will not be used to fill a vacancy within a classification for more than forty-five (45) working days unless it has been posted and no member of the bargaining unit who is in the same classification or eligible to be considered for promotion has applied to fill it or there is no qualified applicant. This shall not apply to any vacancies for bus drivers that occur on or after April 1st (which are addressed in section 5.5A).

5.9 EMPLOYEES HIRED TO FILL AND OCCUPYING POSITIONS OF EMPLOYEES ON LEAVES OF ABSENCE UNDER A LIMITED APPOINTMENT

Notwithstanding section 5.12, any employee hired to fill and occupying the position of an employee on a leave of absence under a limited appointment:

- A. May be terminated without recourse upon the return of the employee from leave, provided that, except as provided in section 8.8(E), nothing in this section or

otherwise in this Agreement shall preclude the use of a substitute to fill the position of an employee who is not working because of an illness, injury, temporary disability, or other leave;

- B. Shall not be eligible for transfer or promotional consideration except with the approval of the Superintendent or his/her designee;
- C. Shall not be placed on any list required by this Agreement for rotation of overtime or field trips; and
- D. Except as provided in paragraphs A through C, shall have all benefits and be subject to all provisions of this Agreement.

5.10 ABSENCE WITHOUT LEAVE

Absence from the work site without prior approval for any length of time is grounds for disciplinary action, including termination; absence without leave for three (3) consecutive regularly scheduled work days without contacting the employee's supervisor shall, at the supervisor's discretion, be deemed a voluntary resignation and abandonment of position.

5.11 ALCOHOL AND/OR DRUG USE

Any employee who is on paid status (other than a leave) and who gives to any person who is not a member of the bargaining unit, with corroboration by a second person who is an administrator, any indication that he/she has used alcohol and/or any drug of abuse as defined in Ohio Revised Code section 3719.011 and is then in any way affected thereby shall be taken promptly to a laboratory or hospital for a blood or other appropriate test at Board expenses. Following an opportunity for a hearing under section 7.2A below, a positive test showing alcohol or a drug of abuse shall result in at least a suspension of twenty (20) working days and a requirement that the employee receive mandatory counseling, the length of which counseling shall be that which is deemed appropriate by the counseling professional, provided that following an opportunity for a hearing under the proviso of section 7.2A below, any employee who refuses to submit to such a test shall be sent home and suspended without pay and thereafter shall be terminated because of such refusal, and provided further that nothing herein shall preclude the Board's imposing more severe discipline on a tested employee, including termination, for reasons of an employee's giving any indication of use of and being in any way affected by alcohol and/or any drug of abuse as defined above. Notwithstanding anything stated or implied otherwise to the contrary in the foregoing, any employee whose duties require that s/he drive a district motor vehicle and who (a) has a test that is administered pursuant to federal requirements applicable to a commercial motor vehicle driver's license holder and that is reported as showing alcohol and/or a drug for which such a test is administered, (b) refuses to take such a test, or (c) otherwise has a positive test showing alcohol or a drug of abuse under this section shall be terminated forthwith. In addition, any employee who is required to receive mandatory counseling in conjunction with discipline under this section and who fails either to cooperate fully in

that counseling, including but not limited to following any and all directions of the counseling professional, or to execute any required written consent form(s) for disclosure of all relevant information about such counseling and/or treatment so as to allow the Board to confirm such full cooperation shall be terminated.

5.12 DISCIPLINARY REDUCTION IN PAY OR POSITION, SUSPENSION AND TERMINATION

- A. Subject to paragraph B, employees may be demoted, suspended or terminated for the reasons set forth in sections 5.10, 5.11, 5.15, 6.6(B)(3), 6.6(D)(16), and 7.6 of this Agreement, and in Ohio Revised Code sections 124.34 and 3319.141. Any disciplinary demotion, suspension or termination shall be subject to the grievance procedure and the provision of section 7.2 below. Prior to any action being taken by the Board, proof of the grounds for same shall be made to the employee and his/her representative. To facilitate such representation, an employee designated by the Union shall be granted paid released time from work (if otherwise scheduled to be working) to participate in any hearing described in section 7.2 below, provided that only one (1) such representative shall be so designated for each such hearing, provided further that nothing herein shall preclude the Board's scheduling any such hearing when that representative is not scheduled to be working, and provided further that, in the event that the Board chooses to reschedule any such hearing in order either to allow a designated representative to be present or to allow a designated representative to be present at a time that s/he is not scheduled to be working, the Board may do so and reschedule the hearing for any time of its choosing so long as that rescheduled time is not earlier than that in the original notice.
- B. Probationary employees (see paragraph D of section 5.3 above) may be removed at any time if their performance is unsatisfactory for any reason, and such removal shall be subject neither to any other provision of this Agreement nor to the jurisdiction of the Upper Arlington Civil Service Commission.
- C. Suspensions of ten (10) days or less and demotions may be accomplished by the Superintendent or his/her designee, as may suspensions of twenty (20) working days and orders of mandatory counseling under section 5.11 above as well as suspensions pending termination for refusing to submit to drug and/or alcohol testing, or for failing to cooperate fully in mandatory counseling as ordered, under said section.

5.13 REQUIRED WORK ASSIGNMENT OTHER THAN REGULAR CLASSIFICATION

- A. When employees are directed to perform a job that is not a part of their regularly assigned duties or responsibilities, they shall not be held responsible if work is not fully completed on their regularly assigned duties as a result.

- B. An employee directed to perform the work of a higher paying job classification for a full work week shall be paid at the same salary step in the higher paying classification as he/she currently has in the lower paying job classification.

5.14 SAFETY

- A. Before exercising any right under Section 4167.06 of the Ohio Revised Code, an employee must contact the supervisor of his/her division as listed in section 5.1, except that if the employee is in the division identified in paragraph C of said section, the employee must contact the principal of the affected building. The employee may be directed not to operate, use, or run a vehicle or other equipment presenting the hazardous condition about which the employee is making the contact, and/or s/he may be temporarily reassigned to other work within his/her classification without regard to other provisions of this Agreement. Before providing notice pursuant to Section 4167.06 (B) of the Ohio Revised Code, the employee must exhaust the procedure set forth in paragraph B of this section.
- B. The parties mutually wish to deal with safety and health complaints, and to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Ohio Revised Code Section 4167.10 until the following procedure has been exhausted:
 - 1. Within two (2) workdays of the occurrence of the alleged violation, an employee or Union representative shall bring it to the attention of the supervisor of the affected employee's division as listed in section 5.1, except that if the affected employee is in the division identified in paragraph C of said section, the alleged health or safety violation shall be brought to the attention of the principal of the affected building.
 - 2. If the person to whose attention the alleged violation is so brought does not resolve it to the employee's satisfaction, the employee or the Union representative may file a formal written complaint with the Superintendent or his/her designee within two (2) workdays thereafter. The Superintendent or his/her designee shall prescribe a form for such complaint, which form shall include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his/her designee shall meet with the employee or Union representative in any attempt to resolve the complaint, and the Superintendent or his/her designee shall promptly respond to the complaint after so meeting.
- C. If the Board has been granted an exemption pursuant to Ohio Revised Code 4167.19 and an employee believes that a vehicle or other piece of equipment is unsafe or hazardous, that employee shall submit a written report to the supervisor of his/her division as listed in section 5.1, except that employees in the division

identified in paragraph C of said section shall submit any such report to their building principal. That person receiving the report, or his/her designee, shall investigate the allegations and, if necessary, take action to correct the condition.

- D. If the person to whose attention an alleged violation is brought under the procedure of paragraph B above or to whom a written report is made under the procedure of paragraph C above determines that the condition giving rise to the alleged violation or written report poses a threat to the health or safety of an employee, the employee shall not be permitted to operate, use, or run a vehicle or other equipment presenting the condition, and/or s/he may be temporarily reassigned to other work within his/her classification without regard to other provisions of this Agreement.”

5.15 PHYSICAL ALTERCATION

Any employee who while on paid status or Board premises engages in any fighting involving physical contact shall be suspended for a minimum of five (5) working days for a first violation and referred to the Board's Employee Assistance Plan, provided that nothing herein shall preclude the Board's imposing more severe discipline, including termination, if the fighting causes substantial physical injury or is otherwise deemed by the Board to be sufficiently egregious, provided further, however, that an employee who can show beyond a reasonable doubt to the employer's satisfaction that s/he engaged in fighting involving physical contact solely and exclusively as an act of self defense to which there was no reasonable alternative to avoid physical injury by another person shall not be found in violation of this section. Notwithstanding any other provision of this Agreement, any suspension for a first violation for the minimum period set forth herein shall not be subject to challenge before the Upper Arlington Civil Service Commission or to grievance. A second instance of an employee's engaging in fighting involving physical contact while on paid status or Board premises shall result in the employee's termination.

ARTICLE VI - WAGES AND BENEFITS OF EMPLOYMENT

6.1 HOLIDAYS

- A. All members of the bargaining unit who are regularly scheduled to work 215 days or more per year shall have the following holidays.

- 1. Legal Holidays

- New Year's Day
 - Martin Luther King's Birthday
 - Presidents' Day
 - Memorial Day
 - Fourth of July
 - Labor Day

Thanksgiving Day
Christmas Day

2. Board Holidays

Friday following Thanksgiving Day
Christmas Eve Day
Two days during Winter Break (to be scheduled at least one (1) year in advance)
Good Friday
Last day of Spring Break

- B. All members of the bargaining unit who are regularly scheduled to work less than 215 days per year shall have the same holidays on the same basis and subject to the same restrictions as set forth in paragraph A immediately above, except that no such member shall be eligible to have the Fourth of July as a holiday.

6.2 PAY DATES

The District shall pay employees on the 10th and 25th of each month provided that the Treasurer shall pay extra pay (*i.e.* overtime, field trip pay, *etc.*) on the following schedule:

Period in which extra pay earned	Date to be paid
11th through 25th	10th
26th through 10th	25th

All pay will be paid by direct deposit into the employee's designated bank account. The notice of direct deposit shall be issued electronically to the employee's email address on the appropriate dates each month, provided that, when a pay date falls on Saturday, Sunday, or a holiday, the notice shall be issued the last day that the Central Office is open preceding the regular pay day. Employees may designate up to two (2) email addresses to which the notice of direct deposit will be sent provided that, the payroll software will allow the use of two (2) email addresses per employee.

6.3 VACATION

- A. A twelve month, full-time employee in one of the divisions described in paragraphs A, B, and C of section 5.1 shall earn and be granted vacation leave for years of service in accordance with the following schedule for each full month of work in which the employee is on paid status at least fifteen (15) workdays:

Through 5th year.....	0.833 days
6th through 9th years	1.000 days
10th through 15th years	1.250 days
16th through 19th years	1.417 days

20th year.....	1.667 days
21st year.....	1.750 days
22nd year.....	1.833 days
23rd year.....	1.917 days
24th year.....	2.000 days
25th year.....	2.083 days
26th year.....	2.167 days
27th year.....	2.250 days
28th year and thereafter	2.333 days

In progressing through the steps of earned vacation, an employee must complete the years of service in the Upper Arlington City School District indicated above before moving up to the next step. Neither years of experience nor vacation credit earned in another school system or political subdivision of State of Ohio is applicable in determining earned vacation in the Upper Arlington City School District. The employee's anniversary date of employment shall be used to determine the years of experience.

- B. Except for employees designated in section 11.3 below, employees who are not listed in paragraph A above and who are in one of the divisions identified in paragraphs A and B in section 5.1 shall earn vacation in the same proportion that their regularly scheduled and paid working hours are to the regularly scheduled number of full-time hours for that classification for that particular calendar year.
- C. Vacations shall be scheduled at times requested by employees so far as feasible within the Board's work requirements.
- D. The word "feasible" denotes what the Board determines can reasonably be accomplished without significantly impairing the Board's need for work coverage, provided that the Board shall not act arbitrarily or capriciously in making any such determination.
- E. All vacations will be scheduled and approved by, and requests for same shall be submitted in writing to, the person or persons designated by the Executive Director of Business Services.
- F. Except in an emergency or the unavailability of other employees, employees who are on vacation are not eligible to work any assignments and shall be taken out of any overtime rotation during such time.
- G. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years, and excess leave shall be eliminated from the employee's leave balance. Notwithstanding the foregoing, an employee shall be paid for any excess vacation leave that is so eliminated if reasonably in advance of that elimination three (3) consecutive requests by the employee to use that vacation leave on completely different dates prior to that

elimination have been denied without any alternative date(s) for use being offered by the person with authority to approve such leave.

- H. Accumulated vacation shall be recorded on an employee's notice of direct deposit in the absence of an emergency and to the extent administratively feasible under current bookkeeping procedures, provided that any errors on such stub shall not be binding on the Board or the employee.

6.4

**UPPER ARLINGTON CLASSIFIED EMPLOYEE SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2014- DECEMBER 31, 2016**

	1st year	2nd year	3rd year	4th year	5th year	7th year	9th year	11th year	13th year	15th year
Secretarial/Clerical										
Head Bookkeeper	19.09	20.43	21.95	22.61	23.20	23.73	24.34	24.63	24.93	25.30
Bookkeeper	18.64	19.94	21.47	22.17	22.76	23.26	23.89	24.17	24.49	24.86
Account Clerk	17.14	18.22	19.61	20.13	20.66	21.23	21.70	21.98	22.37	22.76
Administrative Secretary	17.22	18.29	19.73	20.24	20.83	21.35	21.93	22.14	22.52	22.89
Receptionist	17.22	18.29	19.73	20.24	20.83	21.35	21.93	22.14	22.52	22.89
Head Building Secretary	17.22	18.29	19.73	20.24	20.83	21.35	21.93	22.14	22.52	22.89
Program Secretary	17.14	18.22	19.61	20.13	20.66	21.23	21.70	21.98	22.37	22.76
Secretary	17.07	18.15	19.26	19.85	20.31	20.86	21.53	21.67	22.01	22.33
Media Clerk	15.04	15.88	16.90	17.47	17.88	18.22	18.81	19.04	19.42	19.78
Operations and Maintenance										
Head Groundskeeper	19.31	20.52	22.11	22.58	23.09	23.65	24.17	24.40	24.77	25.14
Maintenance Worker	18.98	20.07	21.69	22.21	22.71	23.20	23.71	24.01	24.39	24.75
Apprentice Maintenance Worker	16.58	18.29	19.73	20.16	20.67	21.23	21.70	21.97	22.33	22.74
Truck Driver	16.58	18.29	19.73	20.16	20.67	21.23	21.70	21.97	22.33	22.74
Utility Worker	16.58	18.29	19.73	20.16	20.67	21.23	21.70	21.97	22.33	22.74
Head Custodian	17.23	18.97	20.36	20.87	21.34	21.92	22.43	22.64	23.05	23.37
Custodian	16.58	18.29	19.73	20.16	20.67	21.23	21.70	21.97	22.33	22.74
Transportation Services										
Bus Driver	20.42	22.45	23.79	24.51	25.36	26.41	27.26	27.90	28.27	28.60
Head Mechanic	19.31	20.52	22.11	22.58	23.09	23.65	24.17	24.40	24.77	25.14
Mechanic	18.98	20.07	21.69	22.21	22.71	23.20	23.71	24.01	24.39	24.75
Food Services										
Head Cook	14.82	16.64	17.23	17.83	18.27	19.00	19.56	19.88	20.27	20.67
High School Cook	14.24	15.52	15.78	16.30	16.82	17.40	18.05	18.27	18.72	19.04
Pre K-8 Cook	13.60	15.04	15.57	16.09	16.59	17.19	17.76	18.12	18.49	18.85
Cashier	12.08	12.93	13.38	13.83	14.24	14.78	15.27	15.58	15.89	16.21
Delivery/Catering Specialist	13.31	14.23	14.76	15.24	15.70	16.29	16.82	17.17	17.50	17.85

Third shift employees are paid an additional 26 cents per hour. Second shift employees are paid an additional 16 cents per hour. The increment for years of experience shall be given on July 1st of each year, provided that no employee shall receive such increment unless he/she works or is otherwise on paid status for at least one hundred twenty (120) workdays during the year prior to that July 1st.

Employees with twenty (20) years or more of actual service in the District are paid an additional 23 cents per hour.

A year of actual experience shall mean working or otherwise being on paid status for at least one hundred twenty (120) workdays during the year prior to the July 1st after the employee has achieved twenty (20) or more years of actual service.

6.5 OVERTIME

- A. Except as otherwise provided in this Agreement, all employees who work over eight (8) hours in one day or forty (40) hours in one week, Monday through Sunday, shall be paid at time-and-one-half (1-1/2) the employee's regular rate of pay, which regular rate shall include the shift differential that employee is paid for his/her non-overtime work during his/her customary working hours, provided that employees whose customary working hours are primarily on first shift (i.e., first shift employees) who work overtime which extends to the second and/or third shift shall have the applicable shift differential added to the hours of overtime worked as additional overtime pay after the time-and-one-half (1-1/2) rate is calculated.
- B. On an emergency call in the duration of work shall be no longer than the duration of the emergency and that period required to accomplish any tasks reasonably related thereto, provided that the minimum call in pay for such work shall be one (1) hour's pay at double the employee's regular rate of pay, and provided further that any work so required and performed after the first hour shall be at the rate of pay otherwise applicable to the employee for performing such work at such time.
- C. Except as otherwise required by this Agreement, double time shall be paid to employees who are required to work on Sunday.
- D. Hours worked on legal holidays and Board holidays shall be paid at two and one-half (2½) times the rate for regular hours in lieu of holiday pay.
- E. All overtime work must be expressly authorized in advance by supervisory personnel.
- F. As an alternative to the foregoing or any other provisions of this Agreement governing overtime pay:
 - 1. With the consent of the employee, compensatory time at a time and one half ratio may be granted for overtime work performed in a school or on a job site at the discretion of an employee's supervisor.
 - 2. Appropriate arrangements must be made between the employee and supervisor prior to performing the overtime work for which compensatory time will be given.
 - 3. Except as otherwise provided in section 11.5, if granted, compensatory time for overtime work shall be taken at a time requested by the employee which the supervisor determines can be accommodated without undue disruption, and within one hundred eighty (180) days after the overtime is worked.

4. Upon returning to duty, an employee must complete a readmission form and compensatory time must be listed on the weekly report of absence.
5. Compensatory time for any employee may not accrue beyond two hundred forty (240) hours.

6.6 LEAVES OF ABSENCE

A. Child Care Leave

1. An employee shall be granted an unpaid child care leave to care for a natural or adopted child in accordance with the following provisions:
 - (a) The employee shall apply in writing to the Executive Director of Business Services at least fifty (50) days prior to the expected delivery date or date of adoption, if known. If the employee does not know the date of adoption fifty (50) days or more prior thereto, he/she shall apply for the leave within five (5) days after the date of adoption is known. The written application shall specify the proposed dates the leave is to commence and terminate. In the case of adoption, the leave shall commence within ten (10) days after obtaining custody of the adopted child. Once the leave is approved by the Executive Director of Business Services and the Board, it may not be altered or cancelled without the approval of the Executive Director and Board.
 - (b) A child care leave shall only be granted for a period of time not to exceed one (1) year.
2. If the insurance carrier(s) permit, an employee may continue any and all group insurance coverage at his/her own expense. Board payments for insurance shall resume effective the first day the employee returns from leave.
3. Upon returning from leave, the employee shall be assigned to a position within his/her classification.

B. Personal Leave

1. Paid Personal Leave
 - (a) Employees may receive up to three (3) days of paid personal leave per calendar year. Each employee applying for personal leave shall make written application on forms prescribed by the Board to the Executive Director of Business Services through the immediate supervisor or building principal. Application shall be made at least

forty-eight (48) hours in advance of the date leave is to be taken or the leave may be denied for that reason, provided that in case of emergency the advance notice may be waived; such leave further shall be scheduled and taken only at times feasible within the Board's work requirements.

- (b) Personal leave may be taken in full day or in half (1/2) day increments. Personal leave may not be taken before or after a Board or legal holiday unless approved by the employee's immediate supervisor and Executive Director of Business Services.
- (c) Personal leave will be granted by the administration on the above-restricted days if leave is for one of the following activities which cannot be conducted outside the regular work day:
 - (1) Moving;
 - (2) Appearance as a litigant or witness in court when the Board is not an adverse party;
 - (3) Attendance at a closing when buying and/or selling a home;
 - (4) Graduation ceremonies to obtain a degree at a university or college;
 - (5) Adoption of a child;
 - (6) Attendance at a graduation from a college or university of a member of the immediate family;
 - (7) Internal Revenue Service hearing;
 - (8) Attendance at a wedding of a member of the immediate family;
 - (9) Adverse travel conditions which prohibit the employee from safely reaching his/her work assignment or commercial carrier grounding or cancellations which prohibit the employee from reaching his/her work assignment. This provisions applies only to those instances where an employee is out of town or away from his/her home and is unable to reach his/her work assignment, unless there has been declared a Level III or greater weather emergency that governs roads on which the employee must reasonably travel to get to work. It does not apply to an employee who cannot reach his/her work

assignment from his/her home except in circumstances involving a Level III or greater weather emergency as just described;

(10) Bona fide religious holidays.

(d) While not accumulative as personal leave, unused personal leave days shall automatically be converted to accumulated sick leave days.

2. Unpaid Personal Leave

(a) Except in emergencies, written application for unpaid Personal leave shall be made one (1) week in advance to the Executive Director of Business Services with the principal's or supervisor's recommendation on forms prescribed by the Board. The Executive Director of Business Services shall notify the employee of approval or disapproval within forty-eight (48) hours after he/she received the request. If an application is not approved, the employee will have the opportunity to meet with the principal, supervisor, Executive Director of Business Services and/or the Superintendent to review the request.

(b) Normally, no more than five (5) non-paid personal leave days shall be granted during a work year.

3. General Provisions

Personal leave, both paid and non-paid, are not deductible from sick leave. The Executive Director of Business Services will keep an accurate record of all applications for personal business leave and any other pertinent information. Misuse of personal leave shall constitute an unauthorized absence for which the employee shall not be paid and shall be subject to other disciplinary action, including termination.

C. Unpaid Long Term Leave for Personal Reasons

1. With the recommendation of the Superintendent and the approval of the Board, employees shall be granted a leave of absence without pay and without experiential credit on the salary schedule for personal reasons. The Board's contribution to the Ohio School Employees Retirement System ("SERS") will be paid if the employee's request is in keeping with applicable state statute and SERS regulations. The leave will not be for a period longer than one (1) year.

2. The factors listed below will be taken into consideration by the Superintendent in making a recommendation to the Board to approve or disapprove the leave. Other factors also may be taken into consideration:
 - (a) The disruptive effect the leave may have upon the schools;
 - (b) The availability of a satisfactory replacement;
 - (c) Whether the employee has been granted this type of leave or other types in the past;
 - (d) The length of the leave;
 - (e) The amount of time between the employee's request and the start of the leave;
 - (f) The reason for the leave.
3. To apply for this leave an employee must:
 - (a) Have at least three years of system seniority under section 5.3 prior to the leave;
 - (b) Submit a written request to the Executive Director of Business Services indicating the beginning and ending dates of the leave; and
 - (c) Meet with the Superintendent of the Executive Director of Business Services for the purpose of discussing the employee's request.

Each leave will be evaluated upon its individual merits and decisions made will not constitute precedent, practice or obligation to grant other leave requests. This leave of absence is from service with the Board and not from a specific assignment.

If an employee returns from a Leave for Personal Reasons, he/she shall be assigned to a position within his/her area of classification.

D. Sick Leave

1. All employees shall accumulate sick leave credit at the rate of four and six-tenths (4-6/10) hours for each eighty (80) hours that they engage in regular work as part of their customary workdays or otherwise are on paid status for regular work on such workdays. Employees who are regularly scheduled to work during the school year and who are not regularly

scheduled to work during the summer months shall continue during those summer months to accumulate sick leave credit at the rate that they did for engaging in regular work or otherwise being on paid status for regular work during the immediately preceding school year. Sick leave accumulated prior to an unpaid leave of absence shall be credited upon return from said leave.

2. Each new employee or employee who has exhausted his/her accumulated sick leave may be advanced five (5) customary workdays of sick leave. If any portion of these five (5) customary workdays of sick leave are used, it shall be deducted from sick leave as it is accumulated under subparagraph D-1. If an employee's employment ends prior to the repayment of sick leave advances, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.
3. In the absence of an emergency and to the extent administratively feasible under current bookkeeping procedures, accumulated sick leave shall be recorded on an employee's notice of direct deposit, provided that any errors thereon shall not be binding on the Board or the employee.
4. Unused sick leave shall have an unlimited accumulation.
5. Sick leave may be used for any absence of the employee due to personal illness, including pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family or requiring the employee's presence, immediate family including father, mother, brother, sister, son, daughter, husband or wife, grandparents, and such other persons who, because of the relationship shall be determined by the Superintendent of Schools or his designee to be members of the employee's immediate family.
6. Notwithstanding any other provision of this paragraph, no employee shall use sick leave on more than one hundred twenty (120) workdays for a particular illness, including pregnancy, injury or disability, which qualifies the employee for disability retirement under Ohio Revised Code section 3309.39. All employees whose use of sick leave will likely exceed such limits and who will likely qualify for disability retirement shall promptly make application to the Ohio School Employees Retirement System ("SERS"). If an employee fails to make application, the Board shall initiate the application for disability retirement. An employee whose disability will exceed the aforesaid limit but who is not eligible for disability retirement shall not be subject to this provision.

7. Only actual time used as sick leave will be deducted from accumulated sick leave, provided that usage in fractions of an hour shall be rounded up to the next full hour.
8. Upon returning from sick leave, an employee shall complete a readmission form to justify the use of sick leave. If medical attention was required for the employee or a member of his/her immediate family while on sick leave, the employee's statement shall list the name(s) and address(es) of the attending physician(s) and the date(s) when consulted. If an employee uses sick leave on either more than three (3) consecutively scheduled customary workdays or on the regularly scheduled work day immediately before or immediately after a legal or Board paid holiday, a personal day, or vacation, he/she shall submit a statement from an attending physician, seen during the patient's disability from illness or injury, identifying the nature of the illness or injury and the need for sick leave. Such statement shall further authorize the Board and its agents to receive any and all information from the attending physician concerning said nature and need. If an employee has vacation or paid personal leave available to use for the time in question, either in part or in whole, the employee will be given the option of using such time in place of providing a statement from an attending physician and thereby not have the absence or part of same construed as unauthorized per subparagraph 16 below.
9. Upon request of the Executive Director of Business Services, employees who are absent on more than seven (7) consecutively scheduled customary workdays because of their own illness or injury shall be examined by a Board-appointed physician at Board expense.
10. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Ohio Revised Code sections 124.38 or 3319.141 shall be placed to his/her credit upon employment with the Board, provided that such employment takes place within ten (10) years of the date of the last termination from public service. If such leave is in days, it shall be converted to hours upon employment with the Board using the employee's average customary workday with the Board at the time of conversion.
11. No sick leave shall be granted to or accumulated by an employee after the effective date of his/her retirement or resignation.
12. Employees who become ill during the workday will notify a person in authority under sections 7.5 and 8.12, as applicable, of their illness.
13. If a staff member has exhausted his/her sick leave, the person shall be allowed to use vacation time and personal leave for the balance of the illness. The amount of vacation time to be used in such instances shall not

exceed the amount of vacation time and personal leave accumulated up to the occurrence of the illness.

14. When an employee exhausts his/her accumulated sick leave, vacation time and personal leave, he/she shall be deemed on leave of absence without pay or benefits, except health insurance to the extent required by law, provided that nothing herein shall preclude the Board from taking action after a period of forty (40) consecutive calendar days of such unpaid leave from discontinuing the employment of any such member of the bargaining unit who remains in its employee and who is not placed in another leave category, provided that if the fortieth day of such period is one on which the Board's Central Office is not open for customary operations, such period shall instead end on the next such calendar day that the Board's Central Office is so open.
15. During the period of forty (40) consecutive calendar days described in subparagraph 14 above, an employee may request, for reasons that are documented to the Board's satisfaction at the time of making such request, an unpaid medical leave of absence without pay or benefits (except health insurance to the extent required by law) of up to one (1) year from the end of such period, provided that at the time of making such request the employee shall authorize his/her attending physician to disclose any and all additional information deemed necessary by the Board or its agent(s) to determine whether the employee is disabled from working, and provided further that there shall be no commitment by the Board that any such request granted by it may be terminated by the employee prior to the leave's approved ending date. The Superintendent or his/her designee shall undertake a good faith effort to notify an employee of his/her right to request a medical leave of absence under this subparagraph during the first twenty (20) consecutive calendar days of the forty (40) consecutive calendar day period described in subparagraph 14 above. The provisions of this paragraph shall supersede Ohio Revised Code §3319.13 insofar as such section would otherwise apply to any employee who has exhausted his/her accumulated sick leave, vacation time and personal leave and then requests an unpaid leave pursuant to such section where illness or other disability is the reason for the request.
16. Misuse of sick leave (including but not limited to the failure to comply with the requirements of subparagraph 8 above) shall constitute an unauthorized absence for which the employee shall not be paid and shall be subject to other disciplinary action, provided that any demotion, suspension or termination shall be subject to section 7.2.
17. As used in this paragraph, an employee's customary workday shall be a day on which the employee is normally scheduled to work.

18. A sick leave committee consisting of six (6) members shall be created to develop a sick leave contribution plan for use in catastrophic cases. The Superintendent shall appoint three (3) members and the OAPSE Local President shall appoint three (3) members. The plan shall include these concepts:

- (a) A person using contributed sick leave will be limited to ninety (90) days of such sick leave;
- (b) Members who contribute sick leave will be limited to contributing eight (8) hours per school year.

E. Perfect Attendance Stipend

Employees who have worked twelve (12) consecutive months without using sick leave and more than one (1) day of personal leave and who notify the Treasurer within six (6) months of their having done so shall be paid a stipend as follows, provided that no workday shall be included in more than one (1) such twelve (12) month period for any employee.

Employees who work 1600 hours or more per year during that twelve (12) months - \$400.00.

Employees who work less than 1600 hours during that twelve (12) months - \$250.00

F. Assault Leave

1. Any employee physically assaulted by any parent, student, or other person while in the course of performing work duties may request a temporary assault leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave.
2. Assault leave will be granted if the following provisions are fulfilled:
 - (a) The employee must make written application for leave.
 - (b) The employee must provide a written physician's statement recommending the leave and the approximate duration of the disability.
 - (c) The employee shall, if requested, consent to an examination at Board expense by the Upper Arlington Schools at a reasonable time and place and said physician concurs with the employee's physician that the employee is disabled from returning to service.

(d) The employee shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the employee and/or the Board.

3. For the duration of the leave the Board shall continue to pay all fringe benefits at no cost to the staff member.
4. In keeping with the above limitations, an assault leave shall be for no longer than thirty (30) working days.

G. Jury Duty and Subpoenas for Court or Agency Appearances

1. Each employee selected for jury duty shall notify his/her supervisor as soon as possible after receipt of notification to report for jury duty or official notification of the prospect of jury duty service. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee his/her regular rate of pay (excluding overtime) for the period of jury service. The employee shall deliver to the Treasurer and endorse to the Board his/her jury duty check except insofar as the check is for jury duty performed on any days for which the employee would otherwise be by the Board. Any meal, mileage, parking, and/or lodging allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Leave for jury duty shall be available to employees regardless of shift worked, but the time excused from work shall not exceed the number of hours the employee is required to serve on the jury duty. Each employee serving as a juror shall communicate daily with his/her supervisor concerning the likely continuance or termination of such jury duty.
2. If an employee is subpoenaed as a witness in a court or for a governmental agency appearance for a case related to his/her job assignment within the Upper Arlington City Schools, the employee shall be paid by the Board as if the employee had worked a normal day, except when the employee or the Association is a plaintiff or complainant / charging party in a case wherein the Board is a defendant / respondent. For a case unrelated to an employee's job assignment, the Superintendent shall grant the employee up to three (3) days of leave with pay as necessary to comply with a subpoena into court or before a governmental agency, except when the employee is a named party in the matter in which the subpoena has been issued. Upon recommendation of the Superintendent, the Board may grant additional paid leave days, beyond the three (3) referenced in the preceding sentence, for compliance with a subpoena. On any days for which leave under this paragraph is granted, the employee shall deliver to the Treasurer and endorse to the Board his/her witness fee check, if any.

H. Family and Medical Leave Act of 1993

Notwithstanding anything to the contrary in this Agreement, employees and the Board shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993 in supplementation of any provision of this Agreement.

I. Ineligibility for Assignments

Except in an emergency or the unavailability of other employees, employees who are on any leave set forth in this section are not eligible to work any assignments and shall be taken out of any overtime rotation during such time.

6.7 INSURANCE

- A. 1. For the 2014 calendar year:
For full-time eleven and twelve month employees and for all other employees who have a system seniority date under section 5.3 earlier than January 1, 1982, the Board shall pay 100% of the premiums for group dental insurance, the Board shall pay 92% of the premiums for group single health insurance, and the Board shall pay 89% of the premiums for group family health insurance, provided that insofar as the premium exceeds \$1,875 for group family health insurance coverage per month, such employees will each be responsible for one-half (1/2) of the excess, and provided further that notwithstanding anything otherwise to the contrary in the foregoing, if an employee and his/her spouse both work for the Board, they shall have family health insurance the premiums for which shall continue to be paid 100% by the Board. Any group health and dental insurance coverage, options, and limitations shall be the same as provided to teachers. The Board will further implement an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, nonreimbursable medical expenses and child care expense allocations are covered consistent with applicable legal requirements.

For employees who are not identified in subparagraph 1 above, and who do not decline health and/or dental insurance coverage, the Board shall contribute a proportionate share toward the employee's health and/or dental insurance premium for policies as described in said subparagraph and not so declined. The proportionate share shall be based upon the divisions set forth in section 5.1 above and shall be equal to the ratio of the employee's projected, regularly scheduled paid status hours during a calendar year (from July 1 through June 30) to (a) 1,950 hours for employees identified in paragraph A of section 5.1 and (b) 2,080 hours for all other employees (such ratio being "the Board's proportionate share") multiplied times the Board's applicable percentage share for full-time

employees as set forth in subparagraph 1 above, provided that insofar as the premium exceeds \$1,875 for group family health insurance coverage per month, the Board will be responsible to pay as to such excess only the Board's proportionate share of one-half (1/2) of such excess. For purposes of calculation under this subparagraph, bus drivers shall be deemed to have projected, regularly scheduled paid status hours during a calendar year equal to the number of projected hours for such year that are anticipated to result from their regular routes plus the number of field trip and extra time hours, if any, that they drove in the immediately preceding calendar year.

2. Beginning January 1, 2015:
 For full-time eleven and twelve month employees (defined as being regularly scheduled for 1,950 hours or more per year) and for all other employees who have a system seniority date under section 5.3 earlier than January 1, 1982, the Board shall pay 85% of the premiums for group dental insurance and the Board shall pay 85% of the premiums for group single and group family health insurance, provided that insofar as the premium exceeds \$1,875 for group family health insurance coverage per month in calendar years 2014 or 2015, or \$2,000 in calendar year 2016, such employees will each be responsible for one-half (1/2) of the excess, and provided further that, if an employee and his/her spouse both work for the Board, they shall have family health insurance the premiums for which shall be paid 100% by the Board. Any group health and dental insurance coverage, options, and limitations shall be the same as provided to teachers. The Board will further implement an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, nonreimbursable medical expenses and child care expense allocations are covered consistent with applicable legal requirements.
 - a. For employees who are not identified in subparagraph 2 above, and who do not decline health and/or dental insurance coverage, the Board shall contribute a proportionate share toward the employee's health and/or dental insurance premium for policies as described in said subparagraph. The employees' proportionate share of the insurance premiums shall be based upon their regularly scheduled annual hours as set forth below:

ANNUAL SCHEDULED HOURS	EMPLOYEE PREMIUM PERCENTAGE
1,460 – 1,949.99	27%
1,325 – 1,459.99	40%
1,075 – 1,324.99	52%
Less than 1,075	57%

(The premium percentages set forth in the table above will be modified by the same percentage points as the employee premium percentage share for

full-time employees set forth in subparagraph A.2 above, if any such modification occurs. For example, if the full-time employee premium share increases from 15% to 17%, each of the employee premium percentage amounts set forth in the table above will increase by 2 percentage points.); provided that insofar as the premium exceeds \$1,875 for group family health insurance coverage per month in calendar years 2014 or 2015 or \$2,000 in calendar year 2016, the Board will be responsible to pay only one-half (1/2) of such excess with the employee paying the other one-half (1/2) of such excess. For purposes of calculation under this subparagraph, bus drivers shall be deemed to have projected, regularly scheduled paid status hours during a calendar year equal to the number of hours from their scheduled regular routes plus the number of field trip and extra time hours, if any, that they drove in the immediately preceding calendar year.

- b. Employees who are hired on or after March 1, 2014 and who are regularly scheduled to work less than twenty-five (25) hours per week shall not be eligible for Board-provided insurance.² For purposes of calculation under this subparagraph, bus drivers shall be deemed to have projected, regularly scheduled paid status hours during a calendar year equal to the number of hours from their scheduled regular routes plus the number of field trip and extra time hours, if any, that they drove in the immediately preceding calendar year.
3. The covered employee's share of his/her monthly health and/or dental insurance premium(s) shall be deducted from the employee's payroll check.
4. The Board shall have the final responsibility and authority to select and contract with the insurer(s), carrier(s), or third party administrator(s) to provide the health and dental insurance coverage.
5. A committee of six (6) members, consisting of two (2) members appointed by the Superintendent, two (2) members appointed by the Union President, and two (2) members appointed by the President of the Upper Arlington Education Association, will meet at least semi-annually to review insurance data information and monitor rates and to make recommendations for insurance carriers or third party administrators.
6. If a legally married and unseparated couple is employed by the Board, only one employee may enroll in the group health insurance and group dental programs.

² This exclusion shall not apply to one (1) 260-day/4.5 hour food service position at Burbank, which shall be eligible for Board insurance.

7. As used above, "group health insurance" shall include an insured or self-insured medical indemnity plan, a health maintenance organization, a preferred provider organization, or other plan by or through which direct coverage of health costs is provided.
- B. The Board shall pay the cost of group life insurance in the amount of \$50,000 for all employees within thirty (30) days of employment.

6.8 SERS PICKUP

- A. For purposes of section 6.4 (relating to payment of a member's salary) of this Agreement, the total annual salary per pay period for each member shall be the salary otherwise payable under this Agreement. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement Systems ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Agreement (including pickup amounts), and its employer contributions to SERS, shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to SERS based upon total annual salary or salary per pay period, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

6.9 PAYROLL DEDUCTIONS

- A. In recognition of the Union's services to the bargaining unit, all members of the bargaining unit shall either be members of the Union or share in the financial

support of the Union by paying to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. The payment of dues or a service fee shall be a condition of employment.

Payment of such service fees shall be subject to a rebate procedure provided by the Union that shall meet all requirements of applicable State and Federal law and shall also be subject to all other requirements of Ohio Revised Code section 4117.09(C), regarding religious exemptions, and any other law or like subject matter.

- B. Annual dues and initiation fees and assessments of Union members authorizing in writing the deduction of same and agency shop fees for non-members of the Union, both as certified annually by the Union prior to August 15, shall be deducted in equal installments per pay period, beginning with the 1st pay period in September, which shall be mailed directly to the State office with a list of bargaining unit members paying dues or agency shop fees in each month.
- C. As long as the software utilized by the Board in keeping its financial records allows:
 - 1. The Board shall deduct from the wages of any eligible employee who authorizes in writing such deduction a "military time buyout", provided that any such deduction shall be made only as permitted by regulations of the Internal Revenue Service and only when the Union notifies the Board's Treasurer in writing that SERS will accept payment by means of such deduction.
 - 2. The Board shall deduct from the wages of any employee who authorizes in writing such deduction a payment to PEOPLE, the Union's political action committee, provided that any such written authorization by an employee may be revoked by the employee at any time by giving written notice to both the Board's Treasurer and the Union. The Board agrees to remit any deductions made pursuant to this provision to the Union promptly to the Union 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.
- D. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees, including but not limited to the Board's Treasurer (all hereinafter "the indemnities"), from and against any and all claims, demands, actions, complaints, or other forms of 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 indemnitees, or any of them, because of any legal, equitable or administrative action or other claim brought against them or any of them as a result of the provisions of this Article or because of any attempt

by any of the indemnitees to comply herewith, or because of any reliance on any list, certification or other notice furnished hereunder.

6.10 MILEAGE REIMBURSEMENT

Any employee who is required to use his/her personal automobile in the official performance of his/her duties shall be reimbursed at the IRS-established rate per mile. Those employees who claim mileage reimbursement shall complete the quarterly report of mileage and submit the report to the Executive Director of Business Services. Employees who do not complete the quarterly report of mileage within thirty (30) days of the end of each quarter shall not receive reimbursement for mileage.

6.11 WORKERS' COMPENSATION

Employees are entitled to Workers' Compensation and as such shall be regulated by Workers' Compensation Rules and Regulations.

6.12 CALAMITY DAYS

Employees shall be granted equal compensatory time for all hours worked when the Superintendent closes all Upper Arlington Schools due to inclement weather conditions. This time shall be granted at a time that is mutually agreeable to the employee and his/her supervisor. This provision does not apply to those days when schools are closed due to energy-related problems.

6.13 RETIREMENT SEVERANCE PAY

Upon retirement, employees shall be entitled to receive remuneration for unused sick leave under the conditions stated below:

- A. The calculation to be used in determining the amount to be paid is accomplished by multiplying the employee's hourly rate of pay at the time of retirement under the then applicable salary schedule by the lesser of (A) one fourth (1/4) of his/her total hours of unused sick leave or (B) sixty-three (63) times the number of hours in his/her customary workday (as defined in subparagraph D-17 of section 6.6) at the time of retirement.
- B. In addition to the foregoing payment under paragraph A, a retiring employee who has been employed by the Board for twenty (20) or more years and who has used during that employment sick leave in an amount equal to or less than one third (1/3) of his/her sick leave earned while so employed shall receive a payment of (A) \$2,000 if said employee either has a system seniority date prior to January 1, 1987 or is full-time at retirement or (B) a proportionate share of \$2,000 otherwise. For purposes of this paragraph, an employee shall be deemed to have worked throughout his/her employment the number of hours in his/her customary workday (as defined in subparagraph D-17 of section 6.6) as averaged during the

three years immediately preceding the time of retirement, full-time shall be 1,950 hours during a calendar year for employees identified in paragraph A of section 5.1 and 2,080 hours for all other employees, and any computation of proportionate share shall be based on that definition of full-time.

In order for the severance pay to be paid, the employee must have submitted his/her resignation for the purpose of retirement. This payment shall be made within ninety (90) days of the employee's last workday.

The payment of retirement severance pay for unused sick leave will cancel any sick leave credit remaining over and above the number of hours for which severance pay is granted.

It is the intent of this provision that severance pay is to be paid employees who are retiring from active public school service through a retirement system of this state within ninety (90) days of leaving the Board's employ, this being "retirement" as used herein. Employees who are on leaves of absence are not eligible for severance pay until their resignation has been accepted. A person who has been approved for disability retirement shall be eligible for severance pay under the provisions of this policy.

6.14 LICENSES

The Board shall reimburse employees for the cost of all licenses that they are required to have because of, and do not use except in, performance of their employment duties with the Board.

ARTICLE VII - WORKING CONDITIONS

7.1 EVALUATION

- A. Supervisors and/or management level employees shall be responsible for rendering final evaluations of employees. Employees filling a "head" position within classifications shall be expected to give input if requested concerning employee job performance; however, "head" employees shall not be responsible for the final evaluation.
- B. If an evaluation conference is conducted, the employee shall sign the report of the conference and return it to the supervisor or management level employee. The employee's signature shall be an indication that the employee has seen the report and does not necessarily indicate agreement or disagreement with the contents of the report. If he/she so desires, the employee may, within five (5) calendar days present his/her views in writing of one hundred (100) words or less regarding the contents of the report. These views, so expressed, shall become a part of the official record and be included in the employee's personnel file.

7.2 DUE PROCESS

- A. An employee shall have at least two (2) working days' notice of a hearing, which notice shall be in writing and contain a summary statement of any charge(s) for which the hearing is to be held, when a written reprimand, demotion, suspension, or termination may be a direct result of such a hearing, provided that a copy of such notice shall be sent contemporaneously to the President of the Union, and provided further that, notwithstanding the foregoing, (i) an employee who is under consideration to be sent home under suspension without pay pending termination because of a refusal to take a drug/alcohol test under section 5.11 above shall instead have an immediate hearing hereunder with oral notice thereof, (ii) nothing in item (i) as just stated shall make section 5.12A above inapplicable to a hearing under that item (i), but (iii) complying with an employee's request for representation shall not be cause, nor shall it require the Board, to delay the conduct of a hearing under item (i) more than momentarily.
- B. When written documentation is made of a conference between a supervisor or a management level employee and an employee to discuss the employee's work performance and such documentation is to be placed in the employee's personnel file, the documentation concerning the outcome of the hearing shall be delivered or sent to the employee not less than six (6) hours nor more than twenty-four (24) hours after the conference, except as the parties mutually agree otherwise, and the employee shall sign the report and return it to the preparer of the same within twenty-four (24) hours of receipt. The employee's signature shall be an indication that the employee has seen the report and does not necessarily indicate agreement or disagreement with the contents of the report. If he/she so desires, the employee may, within five (5) calendar days of receipt, present his/her views in writing of one hundred (100) words or less regarding the contents of the report. These views, so expressed, shall become a part of the official record and be included in the employee's personnel file.
- C. Discipline will be imposed in a progressive manner in the following order:
- Oral Reprimand
 - Written Reprimand
 - Short-term Suspension
 - Long-term Suspension
 - Termination

provided that, disciplinary action may deviate from the foregoing progression depending upon the severity of the incident warranting discipline.

7.3 PERSONNEL FILES: FILES AND SIGNING OF FORMS

- A. The only official personnel file of each employee shall be located in the office of the Board and shall be the confidential file of recorded personnel information maintained by the Board and administration. The Executive Director of Business Services shall be the official manager of the personnel file system.

- B. Absent an unusual number of such requests, an employee and/or his/her representative shall have access to his/her personnel file during regular office hours within one (1) week day, excluding legal holidays, of receipt of a written request by the Executive Director of Business Services, except as otherwise provided by law.
- C. Access to an employee's personnel file shall be limited to those entitled under law, central office administrators, supervisors as defined in Ohio Revised Code section 4117.01(F), and Central Office confidential employees.
- D. An employee shall be entitled to a copy of any specific materials in his/her file upon request at his/her expense.
- E. An employee shall have the right to file a rebuttal of one hundred (100) words or less to disputed information in his/her file, which shall be attached to such disputed information.
- F. Upon written request by an employee, any reprimand in the employee's personnel file shall be removed if such reprimand is three (3) or more years old and the employee has not been otherwise disciplined in the interim, provided that the written request shall not become part of the employee's personnel file.
- G. The provisions of this section shall supersede Ohio Revised Code Chapter 1347 in its entirety.

7.4 IN-SERVICE TRAINING REQUIRED BY THE BOARD

Required in-service training outside the employee's scheduled working hours shall be paid at the employee's appropriate hourly rate for all hours in attendance.

7.5 SEQUENCE OF ORDERS

- A. When an employee is assigned a task or job by a management level employee or supervisor and another person in authority countermands the order or reassigns the employee to a different task or job, it shall be the responsibility of the employee to follow the order last issued, provided, that for purposes of this section, one who is not a management level employee or supervisor of the Board shall not be deemed to be such a person in authority unless he/she is specifically designated to the employee as such by a management level employee or supervisor. The person in authority countermanding the employee's original assignment or orders or reassigning the employee shall assume full responsibility for such decision.

- B. For purposes of this section, a teacher who is not an administrator shall not be a person in authority, nor shall a teacher's aide, an(other) aide, or, except pursuant to section 8.6, a parent.

7.6 TIME REPORTING

The Administration shall develop a method whereby employees in the bargaining unit shall account for their time reporting to and leaving work. Any employee who knowingly falsifies any such time records shall be subject to termination.

7.7 JOB DESCRIPTIONS

It is the responsibility of the Board or its designee to develop and approve job descriptions for each position within the bargaining unit.

Initial job descriptions for each position in the bargaining unit shall be developed following completion of job analyses. Job analyses shall be completed initially for all classifications prior to September 1, 1993, provided that nothing herein shall preclude the Board or its designee from creating new job positions (and initially setting salaries therefor) and/or changing job descriptions, so long as no such change in job description shall (a) reduce the then-present salary of any employee or (b) cause the previously stated civil service qualifications for appointment to that position to cease to have applicability.

After approval of job descriptions by the Board, copies shall be provided to the Union President upon request. The Board may make changes to the current job descriptions so long as the Union President is provided with a copy of the proposed changes and is afforded an opportunity to provide input. There is no requirement that the Board obtain the agreement of the Union concerning said changes.

7.8 LIMITATIONS ON SMOKING AND OTHER USE OF TOBACCO

The Board or its agent may limit smoking or other use of tobacco by bargaining unit members to one or more designated areas in any building and on associated grounds owned by the Board, provided that, notwithstanding the above, the Board or its agent may prohibit smoking or other use of tobacco by bargaining unit members in any building and on associated grounds owned by the Board if and to the same extent that such a prohibition applies as well to all other persons employed by the Board who are in that building and on those grounds, and provided further that the Board shall provide on a one-time basis for the entire bargaining unit a smoking cessation program if five (5) or more members of the bargaining unit sign up for same. Nothing herein shall preclude the Board's or its agent's limiting or prohibiting smoking or other use of tobacco in any other way that is consistent with past practice.

ARTICLE VIII - OPERATIONS AND MAINTENANCE

8.1 LUNCH HOUR

Custodial personnel shall have a duty-free thirty (30) minute lunch period. The scheduling of the lunch period shall be made with the building principal and/or the immediate supervisor. Except in case of emergencies, the lunch period shall be uninterrupted.

8.2 MAINTENANCE DEPARTMENT MEETING

The Director of Operational Services or his/her designee shall hold, unless he/she determines to cancel, a monthly maintenance department meeting. This meeting will be held during regular working hours or at other times when the personnel are working.

All maintenance department personnel shall be required to attend any such meeting. If an employee is absent, he/she shall make an attempt to find out what was discussed at the meeting. The purpose of the meeting shall be to discuss the status of maintenance services as well as complaints and concerns received by the Director.

8.3 OVERTIME LISTS

At the beginning of each school year each full-time employee in the Operations and Maintenance division will be given the opportunity to be placed on appropriate classification lists within the division for overtime assignments.

8.4 OVERTIME ASSIGNMENTS

- A. All work that is to be performed on an overtime basis shall be offered based on building and district list(s) compiled of employees in each classification by classification seniority, as is the current practice.
- B. Overtime shall be offered by seniority beginning with the most senior employee in the classification. All hours whether worked or refused shall be recorded on the appropriate overtime lists(s), provided that nothing in this Agreement shall be construed as negating the right of the Board (through its agent) to mandate that work on an overtime basis be performed because a genuine emergency exists. In the event of such a genuine emergency, any mandated overtime shall be assigned in accordance with the following:
 1. An overtime list for genuine emergencies shall be created per this section.
 2. In the event of a genuine emergency that is determined by a supervisor to require that work be performed on an overtime basis, an attempt shall first be made by a supervisor to offer such overtime to the qualified person who is next in rotation on the appropriate, non-emergency overtime list.
 3. If that attempt is successful, the person contacted accepts the work, and more employees are determined by a supervisor to be needed for overtime work for the genuine emergency, step 2 shall be repeated.

4. If any attempt per step 2 is unsuccessful, or if any person contacted per such step declines an offer made thereunder, a supervisor may mandate that any or all qualified persons determined to be necessary on the emergency overtime list for genuine emergencies perform the subject work.
 5. If a supervisor determines that utilization of the overtime list for genuine emergencies as just described has not resulted in a sufficient work force for any such emergency (because, for example, enough employees from such list cannot be contacted or otherwise are not immediately available to perform the work), other employees, not on such list, without regard to their seniority or placement on regular or emergency overtime lists, may be requested but not mandated to perform the subject work.
- C. Persons on an overtime list who do not have a home or cellular telephone will not be contacted for overtime assignments if they are not at work when overtime is assigned. In attempting to reach a person on the overtime list(s) by telephone, only direct, personal contact through his/her home/cellular telephone(s) shall be used, and if the employee is not himself/herself available for such contact when the call is made to his/her home and any cellular telephone that s/he has, the caller shall proceed to the next employee on the applicable list. Thus, for purposes of overtime rotation, busy signals and unanswered calls to an employee's telephone(s) shall be treated as passing on an assignment, and messages for an assignment shall not be left by answering machine, voice mail, pager, or other message taker (including another person), unless the applicable list(s) have been exhausted.

8.5 LENGTH OF OVERTIME ASSIGNMENTS

- A. The number of hours of overtime to be offered will vary according to the circumstances. If the assignment is to cover the work area for a person who is absent for only one (1) day for sick leave, on personal leave, or some other short term absence, the assignment will be for two (2) hours.
- B. Overtime assignments for all school activities in buildings and any events using Upper Arlington City School District facilities and grounds, outside groups or other similar activities shall be assigned as necessary. Consideration shall be given to the length of the activity in addition to time needed to open the building and clean up after the activity is concluded. Unless the group sponsor requests otherwise, the employee is required to be working in his/her work area or on some other work task.

8.6 OVERTIME SLIPS

- A. When an employee accepts an overtime assignment for an activity, he/she shall complete an overtime slip and have the sponsor sign the overtime slip.
- B. The overtime slip shall have a space provided for the name of the activity sponsor. The employee shall first of all seek out the sponsor, introduce himself or herself and inform the sponsor where he/she can be located in the building if his/her services are needed. Employees may not leave the building during the activity without permission from the sponsor, and they shall report to the sponsor at least once every half-hour to determine if their services are needed.
- C. Overtime slips will be turned in to the head custodian, the Director of Transportation and Custodial Services, the Supervisor of Maintenance and Grounds, or the Director of Operational Services.

8.7 APPROVAL FOR OVERTIME ASSIGNMENTS

The Supervisor of Maintenance and Grounds, the Director of Transportation and Custodial Services, the Director of Operational Services, the Executive Director of Business Services, or any person designated in writing by one of the foregoing as being so authorized has the responsibility for authorizing overtime. Head custodians must obtain approval from one of the above persons prior to assigning overtime.

8.8 OVERTIME/SUBSTITUTE PROCEDURES

Work that is to be performed on an overtime basis shall be subject to these procedures:

- A. Standard work assignment vacancy and school building activities (dances, dinners, etc.):
 1. First offered to operations and maintenance personnel that have placed their names on the appropriate list as prescribed in section 8.3.
 2. Second offered to operations and maintenance personnel that have placed their names on the district overtime lists which apply to each of the classifications.
 3. Third offered to other operations and maintenance personnel that have placed their names by system seniority on the district overtime list.
 4. Next, the overtime shall be assigned as necessary.
 5. If, after utilizing the above procedures there is still a need for staff, such work will be offered to non-bargaining unit individuals, provided that, for work that would otherwise be performed on an overtime basis break from the first day that students are not in school because of summer break through the last day of that break, the Board need not follow steps 1 through 3

above, but no non-bargaining unit individual shall be offered that work hereunder unless such work shall first be offered pursuant to paragraph A of section 5.5, to qualified bargaining unit members employed on a nine or ten month basis who commit to working for the entirety of the work so offered. No non-bargaining unit individual shall be so hired in preference to any qualified bargaining unit member. Nothing in the foregoing proviso, however, shall preclude the use of substitutes or other non-bargaining unit individuals in any circumstance otherwise permitted under this Agreement.

Any bargaining unit member so hired for such work shall be given a limited appointment at the third step on the salary schedule applicable for the classification in which the work is performed but shall not receive any other benefits under this Agreement or otherwise in consequence of such performance (except required retirement system contributions). Any such employee who has worked in such a position during two (2) or more consecutive summers immediately preceding a vacancy for such a position on an ongoing basis shall be given initial consideration for employment in such position on an ongoing basis prior to the Board utilizing the hiring process under section 5.5D.2. This provision shall not in any way preclude the Board from hiring someone else for such position once such initial consideration has been so given.

- B. All other work not included in paragraph A above or this paragraph may be assigned to non-bargaining unit individuals, including but not limited to:
 - (a) Graffiti removal and locker and desk cleaning when assigned to students as a part of a disciplinary procedure.
 - (b) Dragging the baseball diamonds.
 - (c) Lawn edging, shrub trimming, weed removal, and other work when performed as part of the YES Program.
- C. Employees are not eligible for more than one overtime assignment per day, except in emergencies as determined by a supervisor.
- D. Employees are not eligible for overtime assignments that must be worked during their normal working hours, except in emergencies as determined by a supervisor.
- E. For actual or projected absences of more than one (1) day, or after overtime has been offered pursuant to section 8.5A and paragraphs A and B above, substitutes may be used, subject to section 5.8 of this Agreement.
- F. Employees who refuse an overtime assignment three (3) or more consecutive times may be removed from the overtime list by a supervisor, subject to their being

reinstated upon their showing just cause for such reinstatement. Employees so removed shall be advised in writing.

- G. Both district and school overtime lists will be posted in the main operations and maintenance office.

8.9 TOOL REPLACEMENT

The Board shall replace broken, unserviceable, lost or stolen tools that are required to be used with tools of the same or better quality.

8.10 UNIFORMS

Every two (2) years the Board shall provide for each non-probationary Operations and Maintenance employee by rental or purchase five (5) uniform shirts, five (5) T-shirts, and five (5) uniform trousers (or shorts for some of same), or the equivalent, of its selection which each such employee shall wear whenever performing work.

- A. Shirts. District-supplied uniform shirts or T-shirts must be worn while on duty. If the shirt buttons down the front, the buttons must be buttoned.
- B. Pants and Shorts. District-supplied uniform pants or shorts must be worn while on duty. Dark blue shorts or dark blue pants may be worn as an alternative to the District-provided uniform pants or shorts. No jeans or ripped/torn pants will be permitted.
- C. Overtime Assignments. When employees are working an overtime assignment in which they may come into contact with the public, a customary, school issued shirt and pants (or dark blue shorts) are to be worn.

Employees will be notified in August as to when they should start wearing regular issue uniforms.

If a uniform or part thereof is damaged beyond repair, the Board shall provide a replacement within thirty (30) days of the employee's providing to his immediate supervisor notification of such damage unless such replacement is not available for delivery within that period, in which case it shall be provided within a reasonable time after it becomes available.

8.11 ABSENCE OF HEAD CUSTODIAN

When a head custodian is absent, every reasonable effort will be made to secure a substitute to work as near to eight (8) hours as possible.

8.12 AUTHORITY TO GIVE ORDERS

From time to time, the Executive Director of Business Services shall designate in writing the person(s) authorized to give direction to, discipline, and/or otherwise supervise employees in the Operations and Maintenance division, and, notwithstanding anything to the contrary in section 7.5, no person who is not so designated in writing shall be deemed a person in authority under said section.

8.13 RESTROOMS, LOCKER ROOMS, AND CHANGING ROOMS

During normal operations in a school day no member of the bargaining unit will clean restrooms, locker rooms, or changing rooms that are then occupied by a member of the opposite sex, provided that when a member of the opposite sex does so occupy such a location and refuses the request of a member of the bargaining unit to leave, said employee shall promptly notify a person designated in section 8.12 to advise him/her of that fact; if such person is not readily available, the employee shall attend to other duties until such person is so available or until the restroom, locker room or changing room is no longer so occupied.

8.14 DIVISION VEHICLES AND DRIVER DUTIES

- A. The transportation of extra- and co-curricular uniforms and related equipment (e.g., helmets, pads, other athletic apparatus, and medical supplies) may be accomplished by non-bargaining unit employees through the use of vehicles primarily used by the Operations and Maintenance division. If vehicles primarily used by the division are needed for another, divisional purpose, however, then such vehicles shall not be used for transportation as just described. Nothing herein shall detract from or add to section 3.3.
- B. The establishment of any bargaining unit position, including but not limited to that of truck driver, shall not preclude teachers, administrators, or other employees outside the bargaining unit from transporting materials that they have purchased for, or that are otherwise used in, the performance of their work and that would fit in a single passenger vehicle (for example, a computer technician transporting one or two computers).

8.15 APPRENTICE MAINTENANCE WORKER

- A. Subject to the other provisions of this section, a position for at least one Apprentice Maintenance Worker shall continue to be authorized, and any opening for same shall be posted for bidding in accordance with §5.5A and, if the Board chooses, §5.6.
- B. The position(s) shall be filled as provided in §5.5C³, provided that for this purpose only:

³The positions of Truck Driver and Utility Worker shall also be filled as provided in §5.5C.

1. Notwithstanding §5.5.C.1.(b) and/or (c), if there is for any such position only one (1) bidder, or there are two (2) bidders, having the stated qualifications for appointment and being within the Operations and Maintenance division, the position(s) shall be filled by selecting the one (1) bidder or from between the two (2) bidders, as the case may be.
 2. Notwithstanding §5.5.C.1.(d), an employee shall not be eligible to bid for appointment to the Apprentice Maintenance Worker position if s/he has previously either (i) held that position and there is another bidder who has the stated qualifications for appointment to that position and is within the Operations and Maintenance division or (ii) been considered for appointment to that position within a group of two (2) or three (3) three (3) times without being selected for that position if the third time that that employee was not so selected has been within two (2) years of the date of initial posting under §5.5.A.1.
- C. A position of Apprentice Maintenance Worker that has been filled shall be reposted to be refilled, as of the third anniversary of the incumbent's employment in that position, in accordance with this section.
1. If there is no qualified employee other than the incumbent who applies, has the stated qualifications for appointment, and is within the Operations and Maintenance division, the incumbent may continue in the position, but as long as the incumbent does so continue the position shall be reposted annually thereafter until it is filled by another employee applicant in accordance with this section.
 2. If there is another employee who is qualified and is appointed as stated in this section, the incumbent shall be treated as though his/her position had been abolished and shall have all bumping rights provided in this Agreement for that event.
- D. The Board shall not abolish any position(s) of Maintenance Worker unless it has first abolished every position of Apprentice Maintenance Worker; in addition to the foregoing, no Maintenance Worker shall be laid off, or not recalled from layoff while maintaining recall rights, so long as any Apprentice Maintenance Worker is actively employed. Once a position of Apprentice Maintenance Worker has been abolished, it need not be recreated before any additional Maintenance Worker positions are (re)created.

8.16 MAINTENANCE COORDINATOR

- A. The salary for the position of Maintenance Coordinator, if and as such position is established by the Board per §7.7 above, shall be \$3.50 per hour above the top step on the salary schedule for Maintenance Worker, provided that if the person holding such position of Maintenance Coordinator qualifies for any additional

payment based on twenty or more years of service in the District as set forth in §6.4 above, s/he will receive that additional payment beyond the aforementioned hourly salary.

- B. Such position of Maintenance Coordinator may be filled by the promotional process as set forth above in §5.5C, provided that, notwithstanding §§5.5C.1 and 5.5C.1(b), the only persons already in the employ of the Board who shall be eligible to be considered for such promotion shall be those who have the stated qualifications for employment and are within the classification of Maintenance Worker, and provided further than nothing herein shall make §5.5C.1.(c) inapplicable to such promotional process.

ARTICLE IX - FOOD SERVICES

9.1 FACILITIES USE

All district kitchens shall be locked immediately upon completion of normal, routine duties of the cooks. Access will be available to the custodial staff for purposes of cleaning and to School-Age Child Care personnel as approved by the Food Services Director. Any other use of kitchen facilities must be approved in advance by the Food Services Director or his/her designee.

9.2 IN-SERVICE PROGRAMS

- A. Reasonable effort shall be made to hold food services in-service programs during regular working hours. In the event a program extends beyond such hours, any employee who is not excused will be paid pursuant to section 9.3.
- B. Cooks will receive an email asking them to give input into subjects to be included in in-service training programs.

9.3 MEETINGS

Reasonable effort shall be made to hold meetings called by the Director of Food Services during regular working hours. In the event a meeting extends beyond the normal hours that an employee works during the regular shift, any employee who is not excused shall be paid at the employee's regular hourly rate unless section 6.5 is applicable. Except as any employee is excused from attending by the Director of Food Service, all scheduled meetings that pertain to food service shall be mandatory.

9.4 MENUS

Menus shall be planned keeping in mind the amount of cook-hours necessary to prepare a meal. Cooks are expected to provide feedback and constructive comments to the Director of Food Services concerning the feasibility of menu preparation and any problems encountered.

9.5 EMERGENCY MESSAGES

The Director of Food Services shall be responsible for (A) determining a system for communicating emergency messages and (B) notifying all food services employees in writing of the provisions of that system.

9.6 TRAINING PROGRAMS

Training programs shall be offered to each food services employee in all phases of food service operation particular to that person's responsibilities.

9.7 TRANSPORTATION OF SUPPLIES

Food services employees are not ordinarily required to deliver or transport supplies. However, if it is determined that supplies were not ordered accurately or appropriate advance arrangements or plans for transporting supplies completed, a food service employee may be expected to deliver or transport supplies.

9.8 WORK SCHEDULES

The working hours for all food services employees shall be determined for the upcoming school year each August by the Director of Food Services. Without detracting from and in addition to authority under section 5.4, said Director may adjust but not reduce the working hours for employees on days (a) when no lunch service is scheduled within a building or (b) with notice on the preceding day or earlier, when the typical schedule is otherwise changed by one hour or more within a building. Employee building assignments may also be changed as deemed appropriate in the best interests of the District.

9.9 INVENTORY CONTROL

Cooks may be intermittently assigned to perform inventory control and other clerical work related to the food services activity when the Director of Food Services deems such assignment to be appropriate.

9.10 FOOD SERVICES EXTRA TIME / OVERTIME

Food services employees who wish to be offered extra time and/or overtime assignments shall notify the Food Services Director in writing annually prior to the opening of school. Food services employees shall be utilized on a seniority rotation basis, prior to obtaining a substitute employee, for all extra time and/or overtime that occurs at the end of the scheduled shift of an employee who has reported to work

In the Food Services division there shall be two rotational extra time / overtime lists established for each calendar year, one by building seniority and the other by district seniority. The Food Service Delivery/Catering Specialist shall not be included on the

extra time/overtime lists, but will be offered such time after all cooks from the list have been offered and before a non-bargaining unit employee is offered such extra/overtime.

Extra time / overtime during the calendar year shall be offered in the following manner:

- A. If food is prepared and served in the same building, the list for that building shall be used before the district list is used.
- B. If food is prepared in one building and served in another, (i) the list for the building in which the food is prepared shall be used for such preparation, after which the district list shall be used for that purpose, and (ii) the list for the building in which the food is served shall be used for such serving, after which the district list shall be used anew for that purpose.
- C. If an insufficient number of cooks accepts an overtime assignment or is otherwise determined by the Food Services Director to be unavailable, or in the event of unforeseen circumstances, said Director shall fill the remainder of the assignment as he/she deems appropriate.
- D. When the Food Services Director is not available to direct employees performing overtime work, the head cook or, in the head cook's absence or unavailability, a designee of the Food Services Director may be assigned overtime outside the normal rotation to direct work.
- E. Notwithstanding any provision of this section to the contrary, high school kitchen overtime of one and one-half (1-1/2) hours or less duration is not subject to the rotational overtime list and may be filled in the order deemed appropriate by the head cook upon approval by the Food Services Director.
- F. Employees who refuse an overtime assignment three (3) or more consecutive times may be removed from the overtime lists by the Food Services Director, subject to their being reinstated upon their showing just cause for such reinstatement. Employees so removed shall be advised in writing.

9.11 UNIFORMS

Every two (2) years the Board shall provide for each non-probationary Food Services employee by rental or purchase five (5) uniform shirts or blouses and five (5) uniform pants/trousers or skirts, or the equivalent, of its selection which each such employee shall wear. If a uniform or part thereof is damaged beyond repair, the Board shall provide a replacement within thirty (30) days of the employee's providing to his/her immediate supervisor notification of such damage unless such replacement is not available for delivery within that period, in which case it shall be provided within a reasonable time after it becomes available.

9.12 SUPERVISORY OVERTIME PERFORMANCE OF BARGAINING UNIT WORK
REDUCING OVERTIME

Except as otherwise provided herein, the Food Services Director shall not work overtime that takes overtime away from bargaining unit members. Nothing herein shall preclude said Director from delivering food to a building location at which it is to be consumed or from which it is to be further transferred.

9.13 EMPLOYEE CONSUMPTION OF FOOD

Food services employees may eat food prepared for student meals for that day at no cost to the employee.

9.14 REASSIGNMENT IN LIEU OF SECURING A SUBSTITUTE

A cook shall not be reassigned from his/her primary work assignment to another school during a work day in lieu of securing a substitute unless the cook's service at his/her primary assignment is not then required, a substitute is not available, or a cook volunteers to accept the assignment. The Food Services Director will keep a record of efforts made to contact substitute cooks.

9.15 INFORMATION ABOUT FOOD SERVICES PROGRAM

The administration shall attempt to keep food services personnel fully informed regarding the status of the food services program. In the event that the program will be changed or modified significantly, or terminated, employees will be given advance notice. Except in extremely unusual circumstances, it is anticipated that such advance notice will be given thirty (30) days before the changes are to be effected, and the giving of any notice pursuant to this section shall be in lieu of any other obligation imposed by Ohio Revised Code section 4117.08.

ARTICLE X - TRANSPORTATION

10.1 EQUIPMENT

The Transportation Director shall be responsible for determining what equipment, in addition to any required by state law, shall be carried on buses. Bus drivers shall be issued the appropriate items.

10.2 KEYS

If a bus is inoperable the driver shall leave his/her keys in his/her bus so that bus repairs can be made. The Board agrees not to take disciplinary action if an accident occurs which is attributable to a needed repair which the driver reported in writing to the Transportation Director.

10.3 MEETINGS

Except in the event of an emergency, at least twenty-four (24) hours advance notice shall be given for meetings for bus drivers.

10.4 PARKING AREA

The Board agrees to assign parking spaces for all buses.

10.5 REPAIRS AND MAINTENANCE

Bus drivers shall request minor repairs and adjustments for their buses by using the form provided in the transportation office. The driver shall retain one copy of the request and one copy shall be given to the Transportation Director.

10.6 SENIORITY

- A. For the 2014-15 school year, all routes shall be posted for the drivers' viewing and bid as described herein. Thereafter, no earlier than two (2) weeks prior to the first student day of each school year, only vacant and new routes and mid-day routes shall be posted for the drivers' viewing with the following: length of route, minimum route time (e.g., 4 hours or 1.5 hours for mid-days), what the route is currently running, which includes all known changes as of the day of bid, and for mid-days: schools and start/end times. Bus drivers shall be given the opportunity to bid by classification seniority beginning with the most senior driver and moving through the seniority list until all vacant and new routes and mid-days have been bid that are then projected for the upcoming school year using the procedures of sections 5.5A or 5.6. The annual awarding of vacant and new routes and mid-days based on bids as described herein shall not be subject to section 5.5B.2 or 5.5C.3 or otherwise to withdrawal from the award by the driver or of the award by the Board. Such annual meeting shall be held no earlier than one (1) week prior to the first student day each school year. A new assignment that develops on or after the bidding date shall be made by the Transportation Director to the driver whose route is such that the new assignment can be added to it with what is reasonably determined to be the greatest efficiency in coverage, unless it is more than one-half (1/2) hour in duration, in which case it shall be posted and subject to bidding on the basis of classification seniority. In the event a posted route changes by more than one (1) building (+ or -), the driver will have the option of keeping the route or exercising the right to bump any less senior employee during the annual bid of vacant and new routes, which will allow any bumped employee to exercise the right to bump any less senior employee.
- B. Each new part of extra time more than one half (1/2) hour shall be posted and bid separately from routes, but in the same manner as set forth above. Extra work shall be bid each year not later than Convocation Day. Extra time shall be as defined in section 10.11(A). Each part of extra time more

than one-half (1/2) hour that is projected for the upcoming year shall be posted for viewing and then bid by classification seniority beginning with the most senior driver and moving through the seniority list until all the parts are bid. Each driver shall be permitted to bid on only one (1) part of extra time each time through the rotation. The bidding will continue rotating through the seniority list until all extra time is bid. System Wide Early Dismissal is not considered a conflict which would prevent a driver from bidding on extra time.

- C. Any part of extra time more than one-half (1/2) hour that appears after the initial bid shall be posted for view for three (3) working days and will be awarded to the next most senior driver (where the previous bidding had stopped) who bids. If the new extra time is greater than that already held by a more senior driver, said driver has the option to give up the lesser time for the greater. If a driver loses their extra time during the year, they will be permitted to bid by seniority for the next available extra time. System Wide Early Dismissal is not considered a conflict which would prevent a driver from bidding on extra time.
- D. No bus driver shall be eligible to bid for any route or extra or other time insofar as the result would be his/her being regularly scheduled to work more than forty (40) hours in a week.
- E. Notwithstanding anything to the contrary in section 5.9, an employee hired under a limited appointment to fill and occupying the position of a driver on a leave of absence shall not be given the route of that driver but shall instead receive the route that remains vacant following completion of all internal posting and bidding of vacant and new routes, which posting and bidding shall proceed in accordance with paragraph A above as though the driver on a leave of absence were no longer employed. Upon the return to active employment of the driver on a leave of absence, s/he shall return to his/her route, if that route continues, and all other drivers shall do likewise on the same basis; in that event, any route that is vacant as a consequence shall be filled by internal posting and bidding in accordance with the provisions of the last sentence of paragraph A above.

10.7 INSURABILITY AND ACCIDENTS

- A. All drivers (and other employees whose regular duties include the operation of a Board motor vehicle) must maintain insurability and shall be terminated or given the opportunity to resign upon declaration of uninsurability by the Board's fleet and/or other liability insurer, provided that if the employee has had seniority in a classification that does not require operation of a Board motor vehicle and a position in that classification is then vacant, or becomes vacant when bidding related to a then-vacant or the employee's then-current position has occurred, the employee shall be permitted to reenter that previous classification, as a probationary employee for a one hundred twenty day period under section 5.3D, and pending such reentry (or termination or resignation), the employee shall be on

an unpaid leave of absence or the employee may elect, in lieu of being on such unpaid leave, to use any accumulated vacation or personal leave days that the employee has available.

When a driver is involved in an accident, the driver may request a conference with the Transportation Director prior to notation of the accident being made in the driver's file. The request for the conference must be made immediately following the accident. The driver may be accompanied to the conference by a representative of the driver's choice.

10.8 REGULAR DRIVERS AS SUBSTITUTES

Regular bus drivers who are on school scheduled vacations shall be offered the opportunity to substitute for other drivers who are on different school schedules. Drivers must inform the Transportation Director at least twenty-four (24) hours in advance of their availability to substitute.

10.9 GENERAL PROVISIONS CONCERNING FIELD TRIPS

- A. There shall be established in the transportation center a rotating system of assignment for field trips. The assignment system shall be comprised of two (2) listings in order of classification seniority. The first list will consist of all regular bus drivers desiring to participate in field trips. The secondary list will consist of those bus drivers who may be interested in driving field trips in cases of emergency. The assignment of non-emergency trips shall be on a rotating basis starting at the top of the list and rotating down. The assignment of emergency trips shall be as described in the Emergency Field Trip section below. The Transportation Director/designee may assign a mechanic(s) to drive field trips prior to obtaining a substitute driver for the trip.

The list shall be posted twice each year on the following dates: (1) the first day of Band Camp and (2) the first day of summer break for students. An employee shall have the option of passing a trip at the time his/her name appears at the top of the list for the next trip, but if the employee passes a trip he/she must wait until rotation is completed again prior to qualifying for another trip. Subject to the proviso of paragraph B, a driver passing a trip because of an absence for which sick leave would be payable shall remain at the top of the rotation list.

- B. When the driver at the top of the list has a regular route or field trip which conflicts with a field trip, the driver shall remain at the top of the rotating list and shall be offered the next available trip that does not conflict with a regular route or field trip. A driver shall not accumulate more than three (3) such conflicts, subject to paragraph C.

C. Cancelled Field Trips

If an assigned bus trip is cancelled, the driver shall remain at the top of the rotating list and will be offered the next available trip.

If the trip that is cancelled is directly after the driver's regular route and the driver shows up at the trip location before notice of the cancellation is given, he/she will be paid for one (1) hour at the field trip rate and shall remain at the top of the rotating list. If, however, attempts were made to provide the driver notice, but the driver was unavailable/could not be reached, he/she will not be paid for showing up.

If the trip that is cancelled is not directly after the driver's regular route and the driver shows up at the trip location before notice of the cancellation is given, he/she will be paid for two (2) hours at the field trip rate and the occurrence will not count as a trip taken.

D. If a field trip is not bid, the least senior driver by classification with the time slot available may be assigned the field trip.

E. All trips for a day shall be posted on master sheets, in the order that they were scheduled, at least two (2) weeks prior to the date of the trip. The master sheets shall be posted on a bulletin board with the exception of emergencies. There will be one master sheet for the Upper Arlington Schools and another master sheet for anyone else, and any trips on the Upper Arlington master sheet will be assigned first and have preference over all trips on the other master sheet.

F. All available trips shall be bid the Tuesday preceding the week of the trips, and on that day drivers must accept or reject the posted field trips, provided that summer field trips will be assigned the last Tuesday of the student school year to those drivers who have indicated in writing their availability.

G. Any bus driver on the primary field trip list who bids a trip with less hours than trips not bid (if any) may turn that trip back in for the trip with more hours prior to the conclusion of the field trip bid meeting. Once the meeting has ended, no changes will be made, as long as the meeting was run as close to the contractual requirements as possible. Regular bus drivers shall be used before substitutes. Substitutes shall be used only if regular drivers are not available or refuse field trips.

H. Buses utilized for field trips shall be returned fully fueled and in the same condition as when they left on the trip.

I. A driver shall be responsible for listing his/her field trips on his/her time card. Actual time driven must be recorded on the field trip sheet.

J. Field trip meetings typically shall be held at 8:30 a.m. unless extenuating circumstances require the time to be changed. Drivers who wish to participate

shall be required to attend field trip meetings except if they are on a route, field trip, paid sick leave or other approved leave. If such a conflict exists, the driver shall notify the Transportation Director in writing or by phone by 8:30 a.m. indicating which trip they have refused. If proper contact is not made, the driver shall be considered to have refused all field trips for that next week.

- K. If a driver cannot take a trip already accepted he/she shall return the trip to the Transportation Director with the date and time of refusal. The Transportation Director, using the same trip slip, shall immediately reassign the trip to the next available driver. Any driver who, on four (4) separate occasions during one school year, turns in a previously accepted field trip for reasons other than a legitimate emergency shall be removed from the field trip lists for the remainder of the school year.
- L. Transportation personnel shall be reimbursed for required long distance calls made to the Transportation Director. Reimbursement shall be made at the end of each semester upon submission of the appropriate form to the Treasurer.
- M. Bus drivers shall be assigned to drive all regularly scheduled routes and field trips. If all drivers decline or are unable or unavailable to accept a field trip or route the Transportation Director shall have the authority to fill the assignment as he/she deems appropriate.
- N. Drivers shall receive time and one-half (1-1/2) their regular hourly rate as set forth in §6.4 above for all duty hours beyond eight (8) hours on a field trip.
- O. If two or more drivers are scheduled and arrive for a field trip assignment and not all of the scheduled buses are needed, the driver with greatest classification seniority shall have the option of taking the trip or going home and receiving the minimum field trip rate for the trip.
- P. (1) When a bus driver uses sick leave for the afternoon route, he/she may not take a field trip later that day and such occurrence may count as a turned in field trip as described in subsection K above. After 12 midnight of that day, the bus driver may take a field trip. The bus driver will be given a circle for the field trip missed while taking sick leave.

(2) If the bus driver takes sick leave for the morning route, he/she is not eligible for a field trip prior to the afternoon route but can take a field trip after returning to work for that day. The bus driver will be given a circle for the field trip missed while taking sick leave and such occurrence may count as a turned in field trip as described in subsection K above.
- Q. **Emergency Field Trips**
Any field trips received by the transportation office within twenty-four (24) hours of that trip's departure time shall be considered an Emergency Field Trip. Such

Emergency Field Trips shall be filled from the Emergency Field Trip list on a rotating basis. If it is within three (3) hours of the trip departure time, the Transportation Director may call any driver on the Emergency Field Trip list.

1. Should a driver turn in a previously awarded field trip, that trip will be deemed an Emergency Field Trip.
 2. Drivers who are offered and decline an Emergency Field Trip will be charged with a refusal for declining such trip.
- R. If a driver drives a portion of a route (or routes) that are in session on a non-paid day, the driver shall receive a minimum of two (2) hours for a morning run and two (2) hours for an afternoon run.
- S. If a driver drives a portion of another route in addition to their own route on days when Upper Arlington has scheduled early dismissal, the driver shall record the time on an extra time form and will be paid for two (2) hours of extra time.

10.10 EXTRA TIME

- A. Extra time is any regular run during the hours of 8:30 a.m. to 2:15 p.m. that is bid on (subject to the exception of one half (1/2) hour or less as stated in section 10.7B). If all drivers decline or are unable to accept the extra time to be filled, the Transportation Director shall have the authority to fill the assignment as he/she deems appropriate.
- B. At the beginning of each school year, each regular bus driver will be given the opportunity to be placed on lists by seniority to drive the extra time of another driver if the latter is ill or otherwise unable to work. There shall be two (2) lists – one (1) for Mid-days (such extra time shall be filled first) and one (1) for other extra time (which shall be filled after Mid-days). Assignments of extra time using these lists shall be on a rotating basis.
- C. Extra time as defined in paragraph A above will be handed out as one complete block of time to one driver unless due to conflicts (field trips, etc.) no one driver can provide service, in which case the Transportation Director may then divide the block of time into sections.
- D. Regular routes will be written to show each separate run (or school) on separate sheets each year. Extra time will also be written and shown on a separate direction sheet for assignment purposes as defined in paragraph C above.

10.11 GUARANTEED HOURS

- A. Bus drivers who drive an a.m. route shall be guaranteed two (2) hours' pay, bus drivers who drive a p.m. route shall be guaranteed two (2) hours' pay, and bus

drivers who drive a mid-day kindergarten route shall be guaranteed one and one-half (1-1/2) hours' pay. As used herein, routes are defined as any regular runs other than extra time.

- B. The routes of a driver who has, in the aggregate, more than five and one-half (5-1/2) hours on a.m., mid-day kindergarten, and p.m. routes as of the date of mutual ratification of this Agreement shall not be changed except as the driver holding same bids on another route that lowers such aggregate hours, or time is lost due to school closing(s) or discontinuation of student service needs (*e.g.*, discontinuation of OWA or career education center transportation for student[s] or IEP change[s]), in any of which cases, the routes may be thus reduced, provided that nothing in this paragraph shall detract from the guarantees set forth in paragraph A of this section.
- C. If, on a given day, a driver has reported to work and the route for which the driver has so reported has been shortened, the driver will be paid for the full route. However, if a route is shortened either on a temporary basis for a period of five (5) or more working days or permanently shortened, the assigned driver's hours may be reduced with prior notification of one (1) day.

10.12 CLEANING OF BUSES

Drivers will be reimbursed for the actual time spent at their standard hourly rate for cleaning of buses (a) up to one (1) time per month not to exceed one-half (1/2) hour for each such cleaning and upon confirmation by the Transportation Director or designee that the bus has been cleaned and (b) at the end of the school year not to exceed four (4) hours, both upon the direction of the Transportation Director.

10.13 CLEANING OF LOUNGE AND BATHROOMS

The Board will assign a custodian to clean the drivers' lounge and bathrooms once a week.

10.14 EXTERMINATION TREATMENT

The Board will place areas of the transportation building that it determines to be in need of extermination services on the district list for such treatment.

10.15 ROUNDING OFF HOURS

Bus drivers' time sheets shall indicate time worked rounded up to the nearest quarter hour per day.

10.16 TRANSPORTATION ABSTRACTS AND LICENSING

The Board agrees to pay for the abstract required for all bus drivers.

If an employee cannot obtain a license required to operate a bus due to testing procedures and his/her failure of such, he/she will be placed on an unpaid leave of absence until such time he/she obtains a license. The unpaid leave will be granted for a maximum of 120 calendar days. Upon obtaining such license as required, the employee will be returned to his/her previously held position and route. The employment of an employee who does not obtain renewal of a required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated.

10.17 FIELD TRIP SALARY SCHEDULE

A. The established field trip hourly rate shall be as follows:

Effective January 1, 2011	\$15.31
Effective January 1, 2013	\$15.61

B. The minimum field trip shall be three (3) hours, and, subject to paragraph D below, the minimum field trip payment shall be three (3) times the applicable field trip hourly rate set forth in paragraph A above, regardless of designation.

C. A driver shall be paid the applicable field trip hourly rate set forth in paragraph A above for each hour of a field trip beyond three (3) and less than eight (8) hours. For each hour of a field trip after eight (8) hours, §10.11O above shall apply, and the payment thereunder shall further satisfy any overtime obligation in this Agreement.

D. In addition to the foregoing, a further lump sum payment shall be made for any field trip, regardless of its length, that commences after 4:00 p.m. on a Friday or that occurs on a Saturday, Sunday, or Board or legal holiday. This further lump sum payment shall be as follows:

Effective January 1, 2005	\$11.21
Effective January 1, 2006	\$11.55
Effective January 1, 2007	\$11.90

10.18 CERTIFICATION DRIVER

Beginning January 1, 2000, the position of certification driver shall be awarded via the promotional process to one (1) driver who is certified as an on-the-bus instructor pursuant to Ohio Administrative Code section 3301-83-10 if there is at least one (1) driver so certified. Such driver shall receive an additional twenty-five cents (25¢) per hour for all hours worked (exclusive of field trips) and shall undertake, in accordance with said Ohio Administrative Code section, driving performance evaluations and reviews as assigned by the Transportation Director, provided that nothing herein shall preclude the Board's accomplishing any such evaluations and reviews for recertification in any other manner

of its choosing as permitted by law so long as it has one (1) certification driver so designated and paid as stated herein (if there is at least one (1) driver certified as an on-the-bus instructor), provided further, however, that so long as the Board does have one (1) certification driver so designated and paid as stated herein, any such evaluations and reviews for recertification shall not be accomplished by any other member of the bargaining unit.

10.19 INSERVICE AND RECERTIFICATION

Each driver shall receive six (6) hours' pay at his/her regular hourly rate each year for satisfying the driver's annual inservice requirement under Ohio Administrative Code section 3301-83-10(B), provided that (a) each driver shall instead be paid for a maximum of fifteen (15) hours of school bus driver training classroom instruction that s/he receives under Ohio Administrative Code section 3301-83-10(F)(1) in the ten (10) months preceding the deadline for application for a new six-year bus driver certification (such deadline being sixty (60) days before expiration of a driver's then-current certificate) and (b) insofar as such classroom instruction satisfies the aforesaid annual inservice requirement, the pay for such instruction shall be in lieu of any pay for such inservice for that year for that driver.

ARTICLE XI — SECRETARIAL AND CLERICAL

11.1 When a nurse is not assigned to a school building or is otherwise unavailable to perform such duties, employees in specific secretarial positions will be charged with the duties of administering first aid to students, contacting parents relative to student illnesses and injuries, dispensing medications to students in compliance with law, and other such tasks as determined by the building principal and authorized by the school nurse. In recognition of these duties and their supplementary nature, annual stipends will be paid for same as follows as part of the last paycheck in June:

- A. One (1) secretary at each elementary school, designated by the building principal, shall be paid \$2.75 per day for one hundred eighty (180) days per year, i.e., \$495.00 shall be paid to each of such secretaries, provided that after January 1, 2004, this pay shall instead be \$3.00 per each such day, and the annual pay shall be raised accordingly;
- B. Two (2) secretaries at each middle school, designated by the building principal, shall be paid \$1.35 per day for one hundred eighty (180) days per year, i.e., \$243.00 shall be paid to each of such secretaries, provided that after January 1, 2004, this pay shall instead be \$1.50 per each such day, and the annual pay shall be raised accordingly;
- C. One (1) secretary at the high school, designated by the building principal, shall be paid \$.55 per day for one hundred eighty (180) days per year, i.e., \$99.00 shall be paid to such secretary, provided that after January 1, 2004, this pay shall instead be \$.60 per each such day, and the annual pay shall be raised accordingly.

- 11.2 Any secretarial or clerical personnel shall be required to deliver mail to the post office only during scheduled working hours; in the event that any such mail is of such weight/bulk as to be difficult for any such personnel so to deliver, adequate assistance shall be provided.
- 11.3 Ten (10) month secretarial or clerical personnel will receive five (5) days vacation annually after completing one (1) year of service. After completing each year thereafter, they shall likewise receive five (5) days vacation.
- 11.4 Notwithstanding anything to the contrary in paragraph A of section 6.5, and subject to paragraphs C, D, and F of said section, all secretarial or clerical personnel who work beyond seven and one-half (7-1/2) hours in one day or thirty-seven and one-half (37-1/2) hours per week shall be paid at the rate of time and one-half (1-1/2) their hourly rate, provided that, effective January 1, 2007, this section shall not be applicable to the one Head Building Secretary in each elementary school whose standard work week per paragraph A of section 5.2 is forty (40) rather than thirty-seven and one-half (37-1/2) hours.
- 11.5 If granted, compensatory time for overtime work for secretarial or clerical personnel shall be taken at a time requested by the employee which the supervisor determines can be accommodated without undue disruption and within three hundred sixty-five (365) days after the overtime is worked.
- 11.6 Nine (9), ten (10), and eleven (11) month secretarial/clerical employees may put their names on a list to be called for substitute and extra work in the summer months which shall be paid at the substitute rate. Those nine (9), ten (10), and eleven (11) month secretarial/clerical employees who put their names on the list for substitute and/or extra work in the summer months will be called for such work before other substitutes.

ARTICLE XII - CONFLICT WITH LAW

- 12.1 If any provision or application of this Agreement, or of any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter reenacted or issued, and such provision is not superseded by this Agreement or any agreement under its terms pursuant to Ohio Revised Code section 4117.10, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.
- 12.2 If a court or administrative/regulatory agency of competent jurisdiction determines that any provision or application of this Agreement or of any agreement reached under its terms is in conflict with any federal or state law, regulation, ruling or order, and that such provision is not superseded as stated in the preceding section, either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict.

ARTICLE XIII - WAIVER

- 13.1 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter permitted by law to be the subject of collective bargaining during the term of this Agreement, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. With an acknowledgment of the amendment procedures under section 2.8, and conditioned on the full effectuation of all rights under section 3.1, the Board and the Union for the life of this Agreement each therefore voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain 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 subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, provided that, notwithstanding anything otherwise to the contrary in the foregoing, in the event that the Board determines to make a change in a matter that is not set forth in this Agreement and that materially affects wages, hours, terms, or conditions of employment so as to be a mandatory subject of bargaining under the standards set forth in Youngstown City School District Board of Education, SERB 95-010 (May 4, 1995), the Board may make such change, but, in the absence of exigent circumstances that were unforeseen at the time of negotiations or legislative action taken by a higher-level legislative body after this Agreement became effective that requires a change to conform to the statute, it may do so, if bargaining is requested by the Union, only in accordance with the process set forth in and as permitted by the aforesaid Youngstown decision and Franklin County Sheriff, SERB 90-012 (July 18, 1990).

ARTICLE XIV – UNION RIGHTS

- 14.1 The Local Union President and/or his or her designated representative may be permitted to use school buildings to conduct meetings, provided that such does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed.
- 14.2 By September 1 of each school year, the Local Union President, or his or her designee must give to the Superintendent or his or her designee written notice of the Union's officers, and any necessary committee members. Updates to this information will be made as they occur.
- 14.3 The Board agrees to permit the Union Staff Representative, who is not a bargaining unit member, access to the District premises and equipment during normal working hours for the purpose of conducting Union business. Such Staff Representative also shall be permitted access to the Board's facilities before and 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 member. Staff

Representatives entering the Board's facilities during normal business hours shall notify the Superintendent or his or her designee before entering onto District property.

- 14.4 The Union/Union representatives may use designated bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Any item may be posted unless the material is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall not be deemed a violation of this provision.
- 14.5 Union representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Union shall be responsible for all materials as to quantity and content.
- 14.6 With as much advance notice as possible, the Local Union President or his/her designee shall be notified of the time, date, and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with or as soon as possible after such notification.
- 14.7 The Local Union President shall be provided with ten (10) copies of the District's staff director at the time it is normally distributed each school year.
- 14.8 The Local Union President or his/her designee shall be provided copies of the following information/data:
 1. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).
 2. A copy of the Official Certificate of Estimate Resources and any amendments thereto when received by the Treasurer.
 3. A copy of the Proposed Budget when distributed in the Board agenda.
 4. A copy of the Official Budget when adopted by the Board.
 5. A complete copy of the Treasurer's Fiscal Year-end Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous fiscal year.
 6. Board Agenda and Treasurer's report inclusive of all exhibits and addenda, except those items that are confidential in nature.
- 14.9 The Union may utilize school facilities to conduct Union meetings. The Union may hold the Union meetings at times and places approved by the Local Executive Committee, subject to approval by the Executive Director of Business Services or the Executive Director of Business. Second shift employees may be released, without loss of pay, to attend such meetings for one (1) hour per month. The employee must return to work

following such a meeting and any time lost by attendance at the meeting shall be made up.

If there are two (2) or more employees on the same shift, the employees shall alternate attendance at the Union meeting (e.g., one employee one month, another the following month). The Local Secretary shall provide written proof of attendance to the employee and in turn the employee shall submit that proof of attendance along with his/her time sheet to his/her supervisor.

If there is only one (1) employee on second shift in a building, the employee must remain in the building.

- 14.10 Executive Committee members (i.e., one [1] from each division [except two (2) from Operations and Maintenance], plus four [4] officers) may attend the Union's Annual District Meeting without loss of pay. If more than the foregoing submit for such leave, they shall have the option, subject to the District's operational needs, to do one of the following: (A) request and use personal leave or (B) take an unpaid day. Proof of attendance at such meeting shall be provided upon return to work the following scheduled workday.
- 14.11 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 (100) bargaining unit members or fraction thereof. Up to three (3) additional bargaining unit members may be granted a three (3) day leave of absence without pay or may utilize their personal leave for all or any fraction of the three (3) day period.

ARTICLE XV – LABOR-MANAGEMENT COMMITTEE MEETINGS

- 15.1 There shall be a Labor Management Committee consisting of one (1) member appointed by the Union President from each division (except two [2] from Operations and Maintenance) and an equal number of members designated on behalf of the Board. The committee ordinarily shall meet monthly but may meet less frequently if both parties agree. The committee shall discuss matters of mutual concern. All items to be discussed shall be submitted at least five (5) days prior to the meeting date. Union members in attendance at such meetings shall be limited to the President or his/her designee, the OAPSE field representative, and the committee representatives from classifications affected by any particular item on the meeting agenda.

ARTICLE XVI - TERM

- 16.1 Subject to paragraph A of section 2.2, this Agreement shall commence as of the beginning of the day on January 1, 2011 and shall expire as of the end of the day on December 31, 2013.

APPROVED BY UNION

Date of Ratification:

2-8-14

By: Mike Vernon
President

APPROVED BY BOARD

Date of Ratification:

2-18-14

By: Stacey B. Ray
President

Agreement

It is hereby agreed by and between the Upper Arlington Board of Education ("the Board") and Local 201 of the Ohio Association of Public School Employees Local 4 / AFL-CIO ("OAPSE") that, notwithstanding any provision otherwise to the contrary in the collective bargaining agreement ("the contract") between them covering the period from January 1, 2014 through December 31, 2016, (a) the attached letters on behalf of the Board dated June 11, 1993, January 30, 1996 (two in number), February 20, 1996, and November 17, 2004; the attached memoranda of understanding dated February 11, 1996, February 12, 1996, and February 15, 1996; and the attached memorandum dated January 2005 shall continue to have validity between the Board and OAPSE and (b) in keeping with a memorandum of understanding of April 10, 1997, all aspects of routes, runs, and stops are subject to reassignment, elimination, addition, or any other change by the Transportation Supervisor, provided that nothing in this point (b) shall detract from any guarantee of pay for a minimum number of hours as set forth in any paragraph of §10.13 of the contract. The Board and OAPSE further agree that this agreement shall become operative upon mutual ratification of the contract, that it shall remain in force so long as the provisions of the contract are in effect, that with the attachments listed in part (a) above it shall be appended to bound copies of the contract, and that lack of compliance with, or misinterpretation or misadministration, of the terms hereof or of the terms of its attachments shall be subject to the provisions of Article 4 of the contract the same as if said terms were included in the contract.

For the Board:

For OAPSE:



Its Duly Authorized Representative



Its Duly Authorized Representative

Date: 2-18-14

Date: 2-8-14

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VIA PREMIER COURIER

Mr. Robert N. LeClain, Sr.
Field Representative
OAPSE/AFSCME Local 4/AFL-CIO
6805 Oak Creek Drive
Columbus, Ohio 43229-1591

Re: OAPSE/AFSCME Local 4/AFL-CIO, Local No. 201 and
Upper Arlington City School District Board of Education

Dear Bob:

This constitutes a letter of understanding that, notwithstanding any implication to the contrary in the first sentence of §13.1 of the proposed Negotiated Agreement between the above-referenced parties, will be deemed accepted by, and binding upon, said parties upon final ratification of that document.

Given the Union's acceptance earlier this year of a Level II grievance resolution acknowledging the Board's authority to contract out work, the Board has withdrawn its proposal for a new §7.9, and a proposed reference to that new section in §9.15, in the proposed Negotiated Agreement provided that there is a shared understanding of what that authority means. In particular, that authority allows the Board to contract out only if both of two conditions are met:

- a) Contracting out of work does not cause a unit member then performing such work to be laid off or have his/her regularly scheduled hours of work be reduced and

BRICKER & ECKLER

Mr. Robert N. LeClain, Sr.

June 11, 1993

Page 2

- b) Contracting out of work does not preclude a laid off employee who maintains his/her recall rights under §5.4A.7 from being recalled on a regular and continuing basis to the scheduled number of working hours and work that s/he had been performing as of the time of layoff.

Without detracting from the above limits but in addition to them, there shall also be a shared understanding that all field trips that have heretofore been exclusively driven by members of the bargaining unit (except if and when a district bus and/or bargaining unit member has not been available) shall hereafter continue to be exclusively driven by members of the bargaining unit (unless a district bus and/or bargaining unit member is not available).

Finally, it is further understood by both parties that the Board, through its administration, will engage in a good faith and continuing effort to notify the Union President of planned activities that will entail the contracting out of work if a commitment is made to the contractor to provide that work on an ongoing, repeated basis.^{1/} Such notification is to include the identity of the contractor and a brief description of the work involved so that the Union might discuss any such undertakings with the administration. Should the administration fail to provide notice as just indicated, it shall reaffirm the procedures for notice to the agent responsible for the failure, provided that nothing in this notification effort or otherwise shall obligate the Board to bargain with the Union about any decision (or the effects thereof) to contract out work if such contracting out is not limited by the preceding two paragraphs of this letter.

Sincerely,

Jerry E. Nathan

bc: Mr. Craig C. King ✓

^{1/}There are only two contractors that are currently known to fit this description: Johnson Controls and Bobcat Cab. The Executive Director of Business Services is prepared to discuss these contracts with the Union's President upon the latter's request.

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January 30, 1996

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VIA HAND DELIVERY

Mr. P. Michael Vernon
President
Chapter 201, OAPSE / AFSCME Local 4 /AFL-CIO
1421 Inglis Avenue
Columbus, Ohio 43212

Dear Mike:

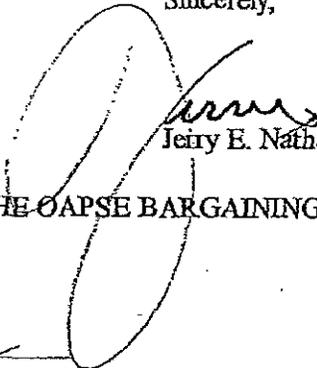
This letter is intended to confirm an understanding reached during yesterday's collective bargaining between Chapter 201, OAPSE / AFSCME Local 4 /AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education. Specifically, it was then agreed that, to address the issue presented by OAPSE of "discipline policy involving transportation accidents [and citations]" -- *i.e.*, issue number U26 on the parties' summary of collective bargaining issues -- Joe Herchko, as Supervisor of Transportation, and Caryn MacDonald and Ginny Cavis, as representatives of OAPSE -- will make a good faith effort to agree by July 1, 1996 on the establishment of a process to be included in the Transportation Division's manual for drivers that will (a) define what constitutes an "accident" and/or an "incident" for driver-reporting purposes and when police are to be notified of either, (b) allow for appropriate supervisor flexibility in determining discipline in response to either, and (c) reflect the parties' consensus as to the extent, if any, to which information concerning discipline of a Transportation Division employee in response to either is to be shared with other employees of that Division (beyond what may be legally required). It was further agreed that, in so striving to establish such a process, the standards that are to be used are that the process is to (a) be easy to understand, (b) be efficient -- not time-consuming to administer -- easy to manage, (c) be fair, (d) yield an end result that is reasonable, and (e) be legal.

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Mr. P. Michael Vernon
January 30, 1996
Page 2

If I have in any way misstated the parties' understanding on the matter described above, I would appreciate your so advising me. Otherwise, I would request that you sign below to signify the OAPSE bargaining team's agreement.

Sincerely,



Jerry E. Nathan

AGREED ON BEHALF OF THE OAPSE BARGAINING TEAM:



P. Michael Vernon
January 30, 1996

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January 30, 1996

VIA HAND DELIVERY

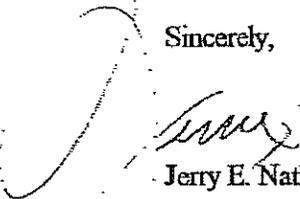
Mr. James M. Wiezbiski
Field Representative
OAPSE / AFSCME Local 4 / AFL-CIO
6805 Oak Creek Drive
Columbus, Ohio 43229

Dear Jim:

This letter is intended to record that during yesterday's collective bargaining between Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education ("the Board"), the Board withdrew its calamity day proposal - i.e., issue number M10 on the parties' summary of collective bargaining issues - based on the statements that you made on behalf of OAPSE that, under the parties' negotiated agreement, bargaining unit members who are not required to work on a calamity day and are paid for same will not be paid for working on a day thereafter that is scheduled to make up for time lost when the maximum number of calamity days permitted without need to make up those days to meet the minimum required number of days under Ohio law has been exceeded. (I presume that this means as well that, alternatively, the Board may decline to pay such employees for not working on any calamity day that occurs after the Board has taken the maximum number of such days that will not need to be made up to meet the minimum required number of days as long as the Board does then pay those employees for working on the days that are scheduled to make up time lost to meet the minimum.)

If I have in any way inaccurately summarized your statements, or if my related presumption as just parenthetically set forth is incorrect, please advise.

Sincerely,


Jerry E. Nathan

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Mr. Robert N. LeClain, Sr.

June 11, 1993

Page 2

- b) Contracting out of work does not preclude a laid off employee who maintains his/her recall rights under §5.4A.7 from being recalled on a regular and continuing basis to the scheduled number of working hours and work that s/he had been performing as of the time of layoff.

Without detracting from the above limits but in addition to them, there shall also be a shared understanding that all field trips that have heretofore been exclusively driven by members of the bargaining unit (except if and when a district bus and/or bargaining unit member has not been available) shall hereafter continue to be exclusively driven by members of the bargaining unit (unless a district bus and/or bargaining unit member is not available).

Finally, it is further understood by both parties that the Board, through its administration, will engage in a good faith and continuing effort to notify the Union President of planned activities that will entail the contracting out of work if a commitment is made to the contractor to provide that work on an ongoing, repeated basis.^{1/} Such notification is to include the identity of the contractor and a brief description of the work involved so that the Union might discuss any such undertakings with the administration. Should the administration fail to provide notice as just indicated, it shall reaffirm the procedures for notice to the agent responsible for the failure, provided that nothing in this notification effort or otherwise shall obligate the Board to bargain with the Union about any decision (or the effects thereof) to contract out work if such contracting out is not limited by the preceding two paragraphs of this letter.

Sincerely,

Jerry E. Nathan

bc: Mr. Craig C. King ✓

^{1/}There are only two contractors that are currently known to fit this description: Johnson Controls and Bobcat Cab. The Executive Director of Business Services is prepared to discuss these contracts with the Union's President upon the latter's request.

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VIA HAND DELIVERY

Mr. P. Michael Vernon
President
Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO
1421 Inglis Avenue
Columbus, Ohio 43212

Dear Mike:

This letter is intended to record that during the last session of collective bargaining between Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education ("the Board"), which session occurred on February 15, 1996, the Board withdrew its sick leave misuse issue -- i.e., issue M 4 on the parties' summary of collective bargaining issues -- following discussion of (1) §6.6D.8 and 16 of the current Negotiated Agreement between OAPSE and the Board and (2) the Board's intention to exercise its existing authority thereunder to address its concerns in presenting that sick leave misuse issue.

As you know, for more than nine years the above mentioned §6.6D.16 has stated:

"Misuse of sick leave (including *but not limited to* the failure to comply with the requirements of subparagraph 8 above) shall constitute an unauthorized absence for which the employee shall not be paid and shall be subject to other disciplinary action, provided that any demotion, suspension or termination shall be subject to section 7.2." (Italics added here for emphasis.)

6.6D.8 as referenced in the just-quoted provision likewise has stated since 1987:

"Upon returning from sick leave, an employee shall complete a readmission form to justify the use of sick leave. If medical attention was required for the employee or a member of his/her immediate family while on sick leave, the employee's statement shall list the name(s) and address(es) of the attending physician(s) and the date(s) when consulted. If an employee uses sick leave on either more than two (2) consecutively scheduled customary

BRICKER & ECKLER

Mr. P. Michael Vernon

February 20, 1996

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workdays or on the regularly scheduled work day immediately before or immediately after a legal or Board paid holiday, a personal day, or vacation, he/she shall submit a statement from an attending physician, seen during the patient's disability from illness or injury, identifying the nature of the illness or injury and the need for sick leave. Such statement shall further authorize the Board and its agents to receive any and all information from the attending physician concerning said nature and need. . . ."¹

A review of the two paragraphs just reproduced shows that it has been recognized that the Board may take disciplinary action against those who misuse sick leave. That review further reveals that, while one example of such misuse would involve being absent on either more than two (2) consecutively scheduled customary workdays or on the regularly scheduled work day immediately before or immediately after a legal or Board paid holiday, a personal day, or vacation without providing the physician's excuse that is mandatory in that circumstance (unless a vacation or personal day is taken), that is not intended to be the only instance of possible sick leave misuse. This is shown by the fact that §6.6D.15 uses the phrase, as italicized above, "including but not limited to. . . ."

It is accordingly the Board's present intention to investigate an absence as possible sick leave misuse when an employee seeks to use sick leave for an absence and has (1) a significant number of absences of two days or less, (2) relatively little sick leave remaining, and (3) no known and accepted medical reason (for himself/herself or a member of his/her immediate family per §6.6D.5) for the absence. This last factor may necessitate, then, an employee's providing a physician's statement and additional information even for a short-term absence for which the Negotiated Agreement does not automatically compel such a statement (unless the Board already has information as to a chronic condition such that further information would be unnecessary). As was discussed, the Board may require the employee to provide such support for use of sick leave in those circumstances because of its managerial authority confirmed by existing §3.1 of the Negotiated Agreement and because of the fact that, while §6.6D.8 as quoted above states that a physician's statement shall be submitted whenever the situations described in that paragraph exist, it does not purport to preclude the Board from mandating such statements and otherwise obtaining relevant data in other cases when it would be reasonable for the Board to do so to determine that sick leave is being properly used.²

So that employees will know how the set forth criteria above will be applied, this will advise that, in keeping with the foregoing, the Board will be seeking, in the form of a doctor's statement and any other pertinent information, satisfactory justification for the use of sick leave when an employee:

¹ Subsequent to entry into the 1990-92 Negotiated Agreement, the following language was added to the end of §6.6D.8 and remains therein:

"If an employee has sick leave or paid personal leave available to use for the time in question, either in part or in whole, the employee will be given the option of using such time in place of providing a statement from an attending physician and thereby not have the absence or part of same construed as unauthorized per subparagraph 16 below."

² In other words, the second and third sentences of §6.6D.8 begin with the word "if" and not the phrase "if and only if" or language to that effect.

BRICKER & ECKLER

Mr. P. Michael Vernon

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(a) has had an incidental absence rate of 6% or more during the immediately previous twelve consecutive months (i.e., during that twelve-month period [i] the employee's hours of absences used in separate occasions of two days or less divided by [ii] the total number of hours of the employee's regularly scheduled work, after such hours of work have been reduced for use of vacation, personal leave, sick leave because of the death of a member of the immediate family, and sick leave of more than two days, equals [iii] 6% or more), and

(b) has 50% or less of his/her accrued sick leave remaining at the end of that period of twelve consecutive months.

Again, this will be applicable to an employee only if both criteria (a) and (b) are satisfied and then only if the employee has not previously provided sufficient information of an ongoing medical condition affecting him/her, or a member of his/her immediate family, such that there is no reason to believe that the employee's short-term absence is indicative of sick leave misuse. Then, too, if experience indicates to the Board that this standard is either over- or under-inclusive, it will examine changing it, but no such change would be implemented without notice being given of the change in advance of potential discipline.

Those last two words connect with another point that was also discussed, that being your emphatically stated belief that, before invoking progressive discipline when there is a pattern leading to a concern of possible sick leave misuse, counseling should usually be undertaken. There is no disagreement with that point, and it is the Board's intention to precede discipline when there is such a concern by assuring that the employee is aware of that concern and has knowledge of the criteria being used for guidance. Of course, as we are sure that you will understand, such an approach would not necessarily be followed in an instance in which there is proof that an employee had falsified sick leave when it is establishable that s/he was using that leave for some other purpose. (The hypothetical instance of an employee using sick leave to go to a golf tournament comes to mind as one egregious example.)

I trust that the above is reasonably clear and is consistent with the parties' discussion of February 15th. I should close by reemphasizing that what the Board will be doing will entail a reasonable exercise of its current authority, and it is because that authority does exist under present language that the Board has determined that it need not seek to have the Negotiated Agreement changed to put into place different provisions. If, however, OAPSE is of the position that the Board for some reason may not proceed in accordance with the intention that has been set forth, please advise before bargaining concludes, as the parties will then need to revisit this entire issue.

Sincerely,

Jerry E. Nathan

UPPER ARLINGTON SCHOOLS FOOD SERVICE

**1650 RIDGEVIEW ROAD
UPPER ARLINGTON, OHIO 43221**

Memorandum Of Understanding

DATE: February 11, 1996
TO: All Cooks
FROM: JoAnna Brooks, Director of Food Service
RE: Leave on "Special Day"
CC: Mike Vernon, Chapter President
Alice Hulbert, Food Service Representative

This Memorandum is intended to confirm certain understandings reached during collective bargaining procedures between Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education. Specifically:

It is to be understood that all Upper Arlington Schools food service personnel, (hereinafter referred to as cook), with the exception of the Director of Food Service, Food Service Secretary, and the Cook at Burbank Early Childcare Program, are paid for one hundred ninety-six (196) days during the fiscal year of July 1 through June 30.

In the event central office administration and/or a building principal elects to give a "comp day" or "special day" to the teaching staff of a particular school(s), for work performed or meetings held outside of the normal working hours of their staff, it is not to be assumed by the food service personnel of that building that they also do not report to work. These days may or may not be built into the cooks' calendar by the food service director as days off. Each cook receives their working calendar for the school term at the beginning of the school year.

If a "comp day" or "special day" for teaching staff, as described above, is planned as a regularly scheduled work day for cooks in their school calendar, you have three (3) choices:

- (1) Report to work as scheduled;
- (2) Request in writing a paid personal leave day in advance; or
- (3) Request in writing an unpaid personal leave day in advance.

November 17, 2004

Ms Sandra McGraw
Field Representative
OAPSE

Re: Upper Arlington

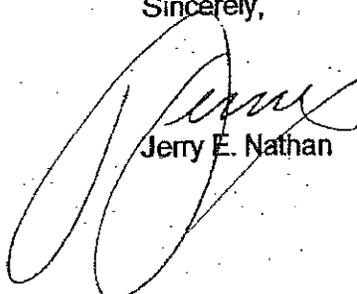
Dear Sandy:

This will confirm the following understandings of the parties in present collective bargaining:

- 1) It is intended that the Program Secretary in Transportation, rather than any employee subject to the potential of such testing, shall be the person who is advised in advance of random drug/alcohol testing among transportation employees and that, should that Program Secretary be absent, a Central Office secretary shall perform that function;
- 2) Job descriptions for Operations and Maintenance bargaining unit positions shall be reviewed jointly by both parties to these negotiations in January of 2005; and
- 3) OAPSE's proposed change(s) in Section 8.5B of the collective bargaining agreement do not substantively change that section insofar as it remains the meaning of that section, that the phrase "shall be assigned as necessary" shall be synonymous with "shall be assigned as the administration deems necessary."

I trust that the forgoing accurately reflects the parties' understandings. If it does not in any regard, please advise forthwith.

Sincerely,


Jerry E. Nathan

*Hand-Delivered
at Negotiations*

If this day, as described above, is listed as an unpaid day in the cooks' work calendar, you do not report to work.

If you have any questions regarding this memorandum, please call me at 487-5245.

JB

**UPPER ARLINGTON SCHOOLS FOOD
SERVICE
1650 RIDGEVIEW ROAD
UPPER ARLINGTON, OHIO 43221**

Memorandum Of Understanding

DATE: February 11, 1996
TO: All Cooks
FROM: JoAnna Brooks, Director of Food Service
RE: Leave on "Special Day"
CC: Mike Vernon, Chapter President
Alice Hulbert, Food Service Representative

This Memorandum is intended to confirm certain understandings reached during collective bargaining procedures between Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education. Specifically:

It is to be understood that all Upper Arlington Schools food service personnel, (hereinafter referred to as cook), with the exception of the Director of Food Service, Food Service Secretary, and the Cook at Burbank Early Childcare Program, are paid for one hundred ninety-six (196) days during the fiscal year of July 1 through June 30.

In the event central office administration and/or a building principal elects to give a "comp day" or "special day" to the teaching staff of a particular school(s), for work performed or meetings held outside of the normal working hours of their staff, it is not to be assumed by the food service personnel of that building that they also do not report to work. These days may or may not be built into the cooks' calendar by the food service director as days off. Each cook receives their working calendar for the school term at the beginning of the school year.

If a "comp day" or "special day" for teaching staff, as described above, is planned as a regularly scheduled work day for cooks in their school calendar, you have three (3) choices:

- (1) Report to work as scheduled;
- (2) Request in writing a paid personal leave day in advance; or
- (3) Request in writing an unpaid personal leave day in advance.

UPPER ARLINGTON SCHOOLS FOOD SERVICE
1650 RIDGEVIEW ROAD
UPPER ARLINGTON, OHIO 43221

Memorandum of Understanding

DATE: February 15, 1996

TO: Upper Arlington High School Cooks

FROM: JoAnna Brooks
Director of Food Service

RE: Special Function Overtime and Use of Substitute
Cooks at Upper Arlington High School

CC: Mike Vernon, Chapter President
Alice Hulbert, Food Service Representative

This memorandum is intended to confirm certain understandings reached during collective bargaining procedures between Chapter 201, OAPSE / AFSCME Local 4 / AFL-CIO ("OAPSE") and the Upper Arlington City School District Board of Education. Specifically:

It is to be understood that in the event a special function is being catered by Upper Arlington Schools Food Service Department, and this special function requires additional time to be prepared, which will result in extra time and/or overtime, the following procedure will be used:

(1) The head cook will consult with the Director of Food Service to determine whether or not a substitute(s) will be needed based on individual work load.

(2) If it is agreed that extra time and/or overtime is needed, the cook or cooks that will have the extra work involved will be asked to come in early or stay beyond their normal working hours to complete the job. A substitute will then be required to come in at the designated cook's normal working hours if the workload is such that it cannot be performed efficiently by the cook working extra time and/or overtime.

(3) It is also to be understood that only the cook or cooks that would be asked to work extra time or overtime are those whose particular workstation would be involved in the special function (i.e. salad station, baker's station, main entree station, etc.). It is not to be assumed that all five high school cooks would be asked to come in early or stay beyond their normal working hours if their particular work station is not involved.

If there are any questions, please feel free to call.

from the desk of

DR. WILLIAM F. SCHAEFER III

M E M O R A N D U M

TO: Leadership Team
FROM: Dr. William F. Schaefer, Superintendent
DATE: January, 2005
RE: Directive Regarding Utilization of Food Services

In response to an item contained in the recently approved Collective Bargaining Agreement between OAPSE Local 201 and the Upper Arlington Board of Education, I am directing all Leadership Team members (and their staff members) to use the Upper Arlington City Schools' Food Services Department for all school-related functions. Examples of such functions/activities include (but are not limited to) food for staff, committee, department, and grade level meetings. The activities include school recognition events, as sponsored by the schools. This negotiated item and corresponding directive are designed to help promote a financially struggling school program that provides a high quality product at a very fair price. It also is the right thing to do by our employees. This directive does not apply to outside parent and community groups (such as PTO's, Booster clubs, etc.) although we will request their same level of support.

I appreciate your cooperation in this effort. JoAnna Brooks, Director of the Upper Arlington Schools' Food Service Department, will follow up with you soon to schedule a time to share information about her products and excellent food services. She will also explain how her department can save you real dollars in your budgets while, at the same time, providing for your needs in a highly professional and timely manner.

cc: Board of Education
Mike Vernon, President, OAPSE
JoAnna Brooks, Director of Food Services Program