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MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE COLUMBIA LOCAL SCHOOL DISTRICT

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 382

August 1, 2016 through July 31, 2019

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ARTICLE 1 – RECOGNITION

1.01 The Board of Education of the Columbia Local School District (hereinafter referred to as the Board) recognizes the Ohio Association of Public School Employees (OAPSE) on behalf of its Local #382 affiliated with AFSCME, and the AFL-CIO (hereinafter referred to as the Association, OAPSE or the Union) as the sole and exclusive bargaining agent for all the non-teaching personnel, employed or to be employed, in the following classifications:

Secretaries
Custodial Staff
Assistant Custodian
Bus Drivers
Cooks/Cashiers, Lunchtime Monitors, Head Cooks
Aides (Bus, Educational, Library, and Special Attendant)
Mechanics
Maintenance Assistants
Inter-Office Mail Courier
Cleaner
Emergency Van Driver

Excluded from this unit are only the following employees:

Secretary to the Superintendent
Assistant to the Treasurer/ payroll
Assistant to the Treasurer/ accounts payable
Treasurer
Maintenance Supervisor
Transportation Supervisor
Other Supervisors
Substitutes (a person taking the place of a regular employee absent because of illness or on leave of absence or to temporarily fill positions created by emergencies)
Seasonal Employees (employees who work a certain regular season or period of the year performing some work or activity limited to that season and whose employment does not exceed 14 weeks)
Work/Study Students (employees placed in the school setting by vocational teachers for on-the-job training)

1.02 The Board agrees that for the term of this Agreement negotiations shall be conducted only with OAPSE. However, nothing contained herein shall abridge the right of individual employees to present their views and recommendations to the Board pursuant to established procedures.

1.03 The Board shall recognize OAPSE as the exclusive bargaining agent unless pursuant to Ohio Revised Code 4117.07 a petition for election is filed with the State Employment Relations Board within 120 and 90 calendar days prior to the expiration of this Agreement by any employee(s), employee organization, or other party authorized by statute alleging Local #382 is no longer the exclusive representative of a majority of the unit. Recognition must continue until a successor is certified or until recognition is withdrawn as a result of an election, except that the Board will not be required to negotiate a new labor contract until the petition is resolved.

1.04 Miscellaneous Provisions

A. Definitions

1. Multi-Contract Employee – an employee having more than one (1) contracted position.
2. Multi-Classification Employee – an employee performing duties under more than one (1) classification.
3. Combined Contract Employee – an employee performing duties under a single contract composed of more than one (1) position.

B. Any employee as defined by Section A of this article may be entitled to rest periods. Paid rest periods must occur on school premises. Any rest period away from school property is per se outside the course and scope of employment.

C. Any employee as defined by Section A of this article may be entitled to a paid lunch period. Paid lunch periods must occur on school premises. Any lunch period away from school property is per se outside the course and scope of employment.

1.05 General Provisions

When school is in session, all non-teaching employees listed in the classifications in Section 1.01 of this article who are entitled to rest periods and paid lunch periods shall be expected to remain at their designated building for the full duration of the hours in which the employee is under contract to perform.

Rest periods and paid lunch periods are part of the employee's regular work day and non-use of such periods shall not constitute early shift dismissal.

ARTICLE 2 – PRINCIPLES

2.01 Except as expressly limited by the terms of this Agreement, the Board shall at all times exercise its exclusive authority to manage the schools under its jurisdiction and to establish policy on all matters. These rights include, but are not limited to, the right and responsibility to:

1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the School District, standards or services, its overall budget, utilization of technology, and organizational structure;
2) Direct, supervise, evaluate, or hire employees;
3) Maintain and improve the efficiency and effectiveness of School District operations;
4) Determine the overall methods, process, means, or personnel by which School District operations are to be conducted;
5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6) Determine the adequacy of the work force;
7) Determine the overall mission of the School District as a unit of government;
8) Effectively manage the work force; and
9) Take actions to carry out the mission of the School District as a governmental unit.

2.02 The Board and OAPSE agree that the best interests of the Columbia Local School District can best be served through the establishment of policies and procedures that will provide an orderly way to discuss all matters concerning salaries, fringes benefits and terms and conditions of employment. The Board assures the right of all members of the non-teaching staff to constructively contribute their ideas through the procedures set forth herein on subjects of negotiation without fear of reprisals.

2.03 Good faith negotiations, as provided for in this Agreement, include, but is not limited to, coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived positions; reasonable positions on bargainable issues and indicated willingness to reach agreement thereon; the willingness to present, accept and react to proposals and counter proposals; refraining from unexplained changes in position and from raising new additional issues calculated to avoid the reaching of an agreement; the obligation of the Board and OAPSE to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE 3 – SCOPE OF NEGOTIATIONS

3.01 Representatives of the Board and OAPSE will negotiate in good faith on all matters concerning salaries, fringe benefits and such other terms and conditions of employment within the authority of the Board to resolve, as the parties may agree are proper subjects for negotiations.

ARTICLE 4 – NEGOTIATIONS PROCEDURES

4.01 To provide for an orderly procedure of negotiations, either party to this Agreement may request the opening of negotiations by notifying the other party in writing of their desire to do so. Such written notification shall not occur before the month of March preceding expiration of this Agreement. Notification from OAPSE shall be served on the Superintendent and notification from the Board shall be addressed to the President of OAPSE.

4.02 A. After receipt of such notice, an initial meeting shall be scheduled for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

B. The Notice to Negotiate filed with SERB shall be accompanied by a copy of the current agreement, and further state that any issues remaining in dispute 60 calendar days after the first negotiations meeting are subject to the dispute settlement procedure identified in Section 4.13 of this Article.

4.03 Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.

4.04 Negotiations meetings shall be scheduled at the request of the parties and until negotiations are concluded. Either party may require at each meeting a decision on the date, time, and place of the subsequent meeting.

Meetings shall be scheduled at reasonable intervals, places and times. The initial and one subsequent negotiations' meeting will be scheduled during regular business hours of the Board. OAPSE's negotiation team shall be released from employment obligations without loss of pay. All other meetings will be scheduled at a time and place mutually agreeable to the parties. Any costs incurred will be split equally.

During the course of negotiations either party may recess for caucus. Each caucus shall not exceed 30 minutes in length unless additional time is mutually agreed upon by the parties.

4.05 Either party may keep minutes of the meetings in such form and detail as it may deem advisable.

4.06 Representation at all negotiation meetings shall be limited to six designated representatives selected by the Board and six designated representatives selected by OAPSE. Neither party shall have any control over the selection of the members of the other party's negotiating team. At the initial negotiation session each party shall designate its six representatives, which may include a professional negotiator or field representative, and only those so designated shall attend and participate in the negotiation meetings, unless the parties agree otherwise. Provided, however, each party may have up to two observers present at each meeting.

4.07 Upon mutual agreement of the parties, persons other than the team members and observers may attend a particular negotiation session to speak on their area(s) of expertise.

4.08 The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

4.09 A. While no formal agreement shall be executed without ratification by OAPSE and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. When a tentative agreement is reached on items which are the subject of negotiation, the agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement between the representatives until all terms have been so initialed and ratified by both parties.

4.10 When tentative agreement has been reached on all issues, this agreement shall be reduced to writing and submitted to the members of OAPSE for ratification with all members of the OAPSE negotiating team recommending approval. Following ratification by OAPSE, the items of agreement shall be submitted to the Board for adoption by resolution at its next regular or special Board meeting and all members of the Board's negotiating team shall recommend approval. The adopted agreement shall be signed by the Presidents of the respective parties and shall become binding on both parties and when necessary, the provisions shall be reflected in individual contract terms.

4.11 The negotiations period shall be for a period not to exceed 60 calendar days from the date of the initial meeting held pursuant to Section 4.02 of this Article hereof unless extended by mutual agreement.

4.12 During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If the parties are unable to reach agreement within the 60 calendar day period, or such greater length of time as the parties may mutually agree, either party may declare the unresolved issues to be at impasse.

4.13 Disagreement

A. If agreement is not reached within the aforementioned 60 calendar day period, either party may request that a Mediator be selected to mediate the items that are at dispute between the Board and the Association.

B. Within three (3) calendar days of such request the parties shall mutually request the Federal Mediation and Conciliation Service to appoint a Mediator. The Mediator shall be appointed for a thirty (30) day period unless the parties mutually agree otherwise.

C. The Mediator shall be permitted to offer suggestions, ideas, concepts, impressions, and advisory recommendations to help bring about a settlement.

D. The cost of the Mediator, if any, shall be shared equally by both parties.

E. The dispute resolution method set forth in Section 4.13 of this Article is the exclusive means for resolution of any dispute concerning negotiations, and the parties intend that this procedure shall supersede the procedure set forth in O.R.C. 4117.14.

4.14 Printing of the Agreement
The printing of the Agreement shall take place within thirty (30) days of ratification by the Board. They shall print one (1) document for each classified staff member that requests a paper copy and sufficient copies for additional new members that request a copy. The cost of copying will be paid by the Board. All other copies will be emailed to all OAPSE members.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 Purpose
The purpose of this grievance procedure is to secure solutions to grievances as defined herein. All parties agree that all proceedings shall be kept as confidential as possible.

5.02 Definitions

A. A "grievance" shall mean:

1. that there has been a claimed violation, misinterpretation or misapplication of any provision or provisions of the items in the Agreement between the Columbia Local Board of Education and OAPSE Local #382.

2. that there has been a claimed violation, misinterpretation or misapplication of Board Policy.

B. The grievant shall mean an employee or group of employees or the Association.

C. The Association may file a grievance on behalf of a group of employees who are similarly affected by a claimed violation, misinterpretation or misapplication (as defined above in Part

A-subpart [1] and subpart [2]). A grievance filed by the Association on behalf of a group of employees shall be signed and supported by at least one (1) member of each of the alleged grieved classification.

D. Days under Article 5 shall be defined as calendar days unless otherwise specified.

5.03 Procedural Steps

In all sections, the parties shall use a single form which shall be submitted to the next higher step with copies of the answers received from the lower steps of the grievance procedure. All known documentation, if any, pertaining to statements made on the Grievance Form shall be attached at the time of filing the grievance.

A. Informal Procedure:

Any employee who has a grievance shall discuss it first with the OAPSE Local #382 President, and then their immediate supervisor or Principal, whoever is in charge of the unit, in an attempt to resolve the matter informally at that level.

B. Formal Procedure:

Step 1

If a grievance is not resolved under the informal procedure, the grievance shall be reduced in writing on the grievance form and shall be filed with the OAPSE Local #382 President, and then the immediate supervisor or Principal, whomever is in charge of the unit to which the grievance is assigned, not later than fifteen (15) working days after the date on which the claimed violation, misinterpretation or misapplication occurred. Copies of the form shall be distributed to the Superintendent. If the written grievance is not filed within the foregoing time limit, the grievance shall be considered waived and further action barred. All known documentation pertaining to the alleged grievance shall be attached at the time of filing.

Within ten (10) workdays of receipt of the written grievance, the immediate supervisor or Principal may meet with the grievant or request additional written information in an effort to resolve the grievance. The immediate supervisor or Principal shall indicate in writing to the grievant on the grievance form his/her disposition of the grievance and the reasons for said disposition, within five (5) work days of the Step 1 meeting. Copies of this disposition shall be forwarded to the grievant, the OAPSE Local #382 President, and the Superintendent.

Step 2

If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above stated time limitations, the grievant shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed on the grievance form with the Superintendent, within five (5) working days from the date of the written disposition or five (5) days from the date such disposition should have been given in Step 1. Copies of said form shall be forwarded to the OAPSE Local #382 President and the grievant's immediate supervisor or Principal. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

Within ten (10) working days of his/her receipt of such written notice, the Superintendent shall meet with the grievant or may request additional information in an effort to resolve the grievance. The Superintendent shall indicate in writing to the grievant on the grievance form his/her disposition of the grievance and the reasons for said disposition within five (5) days of

the Step 2 meeting. Copies of this disposition shall be forwarded to the OAPSE Local #382 President, and the grievant's immediate supervisor or Principal.

Step 3

If the grievant is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within the above-stated time limitations, the grievant shall notify the Board within five (5) working days from the date the disposition should have been given, on the grievance form, that the grievance is being appealed to Step 3. Such written notice must be filed with the Treasurer of the Board within five (5) working days from the date the written disposition was given or should have been given in Step 2. Copies shall be sent to the OAPSE Local #382 President, the Superintendent and the grievant's immediate supervisor or Principal. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. Not later than the date of the Board's next regularly scheduled meeting the Board or committee of the Board will meet with the grievant and the Superintendent to review said grievance. The Board or the committee of the Board designated to hear the matter, will indicate its disposition of the grievance, on the grievance form, within ten (10) working days of the Step 3 meeting. Copies shall be distributed to the OAPSE Local #382 President, the Superintendent, and the grievant's immediate supervisor or Principal. For grievances which allege a violation, misinterpretation or misapplication of any Board and/or administrative rule, order, regulation or policy, Step 3 shall be the final step of the grievance procedure.

Step 4

If the grievance alleges a violation, misapplication or misinterpretation of any provision or provisions of the items in the Agreement between the Columbia Local Board of Education and OAPSE Local #382 and the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written disposition is received by the grievant within the above-stated time limitations, the grievant shall notify the Board, through the Treasurer within twenty (20) working days, that the grievance is being appealed to Step 4. Said notice of appeal must be filed within twenty (20) days from the date the written disposition at Step 3 was given or should have been given. Copies shall be distributed to the Superintendent, the OAPSE Local #382 President and the grievant's immediate supervisor or Principal. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. Within thirty (30) days after receiving the notice of appeal to Step 4, either party may request a list of seven (7) Ohio residence arbitrators from FMCS. Within ten (10) working days after receipt of the list, the parties shall select the arbitrator by alternatively striking one name each from the list until one name remains and the remaining person shall serve as the arbitrator. If the first list is unacceptable to either party a second list may be requested.

Within thirty (30) days after the hearing is closed, the arbitrator shall render a written decision which shall set forth his/her findings, reasons and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the items in the Agreement between the Columbia Local Board of Education and OAPSE Local #382. The decision of the arbitrator shall be binding on all parties provided; however, the arbitrator shall have no power to alter, add to or detract from the provisions of the items in the Agreement between the Columbia Local Board of Education and OAPSE Local #382 or school board policy.

The cost for the services of the arbitrator will be borne by the loser in the grievance arbitration.

5.04 Time Limitations

A. The time limitations set forth in Steps 1 through 4 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant.

B. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step unless the grievant indicates otherwise.

C. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step within ten (10) working days of date the disposition should have been made.

D. In the event a grievance is filed after May 15th in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

E. Any meetings held pursuant to the grievance procedure, including the arbitration hearing, shall be held at times so as to minimize conflict with regular work schedules. Arbitration hearing times shall be scheduled by the arbitrator.

5.05 Rights of Parties

A. The grievant shall be present at all stages of the grievance procedure and may be accompanied or represented by a Union representative. If the grievant is represented by Union counsel at Steps 3 or 4 of the grievance procedure, the meeting may be postponed for a time not to exceed five (5) days until counsel for the Board may be present unless a greater period of time is agreed upon by representatives of each party.

B. The OAPSE Local #382 President shall be notified of each meeting in Steps 1 through 4 held to resolve the grievance and may be present at each meeting. The grievant and the OAPSE President shall be given a copy of the disposition of the grievance at each step.

C. In the event that a grievance affects a group of employees in more than one (1) building and/or where the Association files a grievance on behalf of a group of employees, Step 1 of the procedural steps may be waived and the written grievance may be filed at Step 2.

A grievance that is filed at Step 2 shall be filed within the time limitations as set forth in Step 1, and the Informal Procedure shall be complied with by a discussion held between the grievant and the Superintendent prior to filing the written grievance.

D. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against participants in the grievance procedure by reason of such participation.

E. Nothing contained in this procedure shall be construed as limiting the individual right of a non-teaching employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

F. The Board and/or administrators shall provide to the grievant or OAPSE President upon written request any information, except information required by law to be kept confidential, that the grievant determines is essential to his/her grievance.

G. No person shall have a right to file a grievance over the adequacy of reasons which are or are not given for the non-renewal of a contract.

ARTICLE 6 – NO STRIKE

6.01 OAPSE Local #382, its officers, employees and each bargaining unit member shall not cause, engage in, encourage, sanction or honor any strike, work slowdown, work stoppage or refusal to engage in expected work activities for the term of this Agreement.

ARTICLE 7 – LEAVES OF ABSENCE

The Board agrees that a Leave of Absence may be granted to an employee of the system who qualifies for and applies for such leave.

All leave accumulation shall be accounted on an hourly basis.

Definition of Leaves

7.01 Illness or Disability

Non-teaching personnel shall be granted a leave of absence for illness or disability for one year, two years, or the portion of the school year remaining, and will be without compensation. At the expiration of the leave the employee shall be assigned a position in the Columbia Local School District for which he or she is qualified and which is comparable to the position held immediately prior to the leave of absence.

Procedures

1. Request for illness and disability leave shall be submitted, in writing, to the Superintendent.
2. The Superintendent or designee shall send a letter by March 1 to the employee on leave. This letter shall be sent by registered mail, return receipt requested, to the employee's last known address on file. The letter shall indicate that notification must be given to the Superintendent by April 1 of his/her intent to return to work the following school year. If the employee fails to submit notification of return to employment by the April 1 deadline, the said employee's contract shall be terminated.
3. Employees who begin a leave of absence for illness or disability after March 1st for the portion of the school year remaining shall notify the Superintendent not later than July 1st of that year of their intent to return.

7.02 Parental Leave

An employee shall be granted a parental leave of absence, without compensation, for the portion of the school year remaining if such employee is expecting, or whose spouse is expecting, or adopting a child less than five (5) years of age. An employee would have the option of no more than an additional year of parental leave.

At the expiration of such leave, the employee shall be assigned a position in the Columbia Local School District for which he/she is qualified and which is comparable to the position held immediately prior to the leave of absence.

Procedures

1. The employee, within fifteen (15) working days of knowledge of the needed leave, shall notify the Superintendent of the time which the leave will begin and the estimated duration of the leave.

   Preliminarily, the employee shall assume the obligation of telling his/her immediate supervisor or principal of the possibility of the use of sick leave, parental leave, or resignation, as soon as possible and the estimated duration of such leave.

2. The Superintendent or designee shall send a letter by March 1 to the employee on leave. This letter shall be sent by registered mail, return receipt requested, to the employee's last known address on file. The letter shall indicate that notification must be given to the Superintendent by April 1 of his/her intent to return to work the following school year. If the employee fails to submit notification of return to employment by the April 1 deadline, the said employee's contract shall be terminated.

3. Employees who begin a leave of absence for Parental Leave after March 1st for the portion of the school year remaining shall notify the Superintendent not later than July 1st of that year of their intent to return.

   NOTE An employee who is on leave as defined in 7.01 and 7.02 may continue health benefits under the mandates of COBRA, or as long as the insurance carrier will permit, while they are on such leave at the employee's cost.

7.03 Assault Leave

A. "Assault" means the causing of or attempt to cause physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked, and (2) files criminal charges against his/her assailant. Such leave shall not be charged against earned sick leave. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) working days.

C. An employee shall be granted assault leave according to the following rules:

   1. The incident resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity or event, or in the course of transporting pupils or materials to or from such premises, activity or event.

   2. Upon notice to the immediate supervisor or Principal that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the immediate supervisor or building Principal.

3. To qualify for assault leave, the employee shall furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration. The Board may require a licensed physician's statement justifying the continuation of the leave.
4. An employee shall not qualify for payment of assault leave until the Assault Leave Form (using Exhibit B) and any requested physician's statement have been submitted to the Board.
5. Employees shall not be permitted to accrue assault leave.
6. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
7. Payment under this Article shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code.

7.04 Military Leave

Section 3319.085 (O.R.C.) Military Leave of absence for non-teaching employees:

Any non-teaching school employee who, subsequent to September 1, 1962, has left, or leaves the employ of the Board for the purpose of entering on extended active duty in the armed services of the United States or the ancillaries thereof, and within eight weeks enters such service and, who has returned, or returns from such service with an honorable discharge or certificate of service shall be re-employed by the Board of the district in which he/she held such school positions, under the same type of contract as that which he/she last held in the district, if such non-teaching school employee applies, within ninety (90) calendar days after such discharge, to the board of education for re-employment. Upon such application, the non-teaching school employee shall be re-employed at the first of the next school semester, as long as such application is made thirty (30) calendar days prior to the first of such next school semester. When the application is made less than thirty (30) calendar days prior to the next school semester, the non-teaching school employee shall be re-employed the first of the following school semester, unless the board of education waives the requirement for such thirty calendar day period.

For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the ancillaries thereof shall not exceed four, and shall be counted as though school service had been performed during such time.

The Board of this district in which such non-teaching school employee was employed and is re-employed under this section may suspend the contract of the non-teaching school employee whose services become unnecessary by reason of the return of a non-teaching school employee from service in the armed services or ancillaries thereof.

7.05 Workers' Compensation

1. Any injury occurring on the job must be immediately reported verbally to the injured employee's supervisor or a building principal and an accident report must be completed by the beginning of the next work day, if possible. If medical attention is required, the employee will complete the appropriate application for workers' compensation benefits. The employee is responsible for filing the application with the Bureau of Workers' Compensation. The employee shall have the option to use sick leave or apply for temporary total disability benefits. (Exhibit A)
2. An employee shall have insurance benefits maintained by the employer for a period not to exceed three (3) months while on or under Workers' Compensation leave for an approved

claim. The employee will be required to make the same contribution toward insurance as if not on leave. Thereafter, an employee shall be permitted to continue his/her hospitalization under the guidelines of COBRA.

7.06 Family/Medical Leave Act

Pursuant to the terms of the Family and Medical Leave Act ("FMLA"), FMLA leave is available to any District employee who qualifies for leave under the Act.

ARTICLE 8 – SICK LEAVE

8.01 Sick Leave Credit Earned

A. Sick leave is earned in accordance with State minimum requirements at the rate of 1-1/4 days per month of employment to a maximum of 15 days per year. All leave shall be accounted for on an hourly basis.

For purposes of conversion from days to hours, employees' current accumulated leave days shall be converted to hours based upon their current contract work hours for each work day.

B. Each full-time employee shall be entitled to five (5) days of sick leave advanced at the beginning of the school year. These days will be advanced based upon the number of hours the employee works per day. Any days advanced per this section will be paid back through the normal accumulation. If an employee leaves employment with days still owing the Board, there shall be an adjustment to the final pay.

C. Any employee who transfers to the employment of the Board from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employ, upon presentation by the employee of certification of such days accumulated, provided such transfer takes place within ten (10) years from prior public employment and provided the employee did not participate in an early retirement buy out.

D. The Board shall require a member of the bargaining unit to furnish a written, signed statement on an enclosed form (Exhibit B) justifying the use of sick leave. If medical attention is required, the employee shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or termination of employment. If the form is not filed with the Principal or immediate supervisor within three working days of return, the Principal or immediate supervisor will notify the Treasurer to withhold pay for number of days absent. The employee will be paid when the form is turned in and approved. Such pay will be no later than 20 days after submission. Forms will be available from the Principal or immediate supervisor.

E. Sick leave may be accumulated up to 2240 hours.

F. An employee must notify his/her immediate supervisor no less than one (1) hour in advance of the shifts time that employee is sick or using sick time for another qualifying reason. If the employee is incapacitated, a family member may make the notification. If an employee's immediate supervisor is not available, the employee shall contact the building principal. An Employee shall not be responsible for calling in a substitute to replace them.

This notice requirement shall not apply in the event extenuating circumstances as determined by the immediate supervisor.

G. Employees who are out for five (5) or more consecutive days must have a return to work note from a physician explaining the absence.

H. Sick Leave Donation

If a member is currently absent due to a catastrophic injury or serious long term personal illness/injury or family as defined by the Family Medical Leave Act (FMLA) and has exhausted all of his/her accumulated sick leave, another member may donate up to 40 hours of his/her accumulated sick leave to the absent member.

In any one year, no employee may receive a donation of more than 10 days of sick leave equal to that employee's contracted hours. (Example: a 4-hour employee may receive no more than ten 4-hour days).

Donation of sick leave shall be initiated by a member on a form furnished by the Treasurer. Donated sick leave shall be added to the accumulated sick leave of the absent member and deducted from the donating member(s). Donation of sick leave must be initiated no later than the pay period in which the sick leave of the absent member is exhausted. Catastrophic injury or serious long term illness is not intended to include normal maternity leave and/or absence due to the birth of a child or care unless such complications arise to deem the pregnancy/birth catastrophic or serious long term illness/injury. Any un-needed hours will be returned to the donor.

Application

The application for catastrophic illness/injury or family as defined by the Family Medical Leave Act (FMLA) must be submitted jointly to the Superintendent or designee and OAPSE President. Applications will include, but not be limited to the following information:

1. Nature of the illness/injury.
2. Physician's statement as to the condition and the need for sick leave.
3. Projected date of return to duty.
4. Explanation of previous sick leave usage.
5. Any other pertinent information that applicant can submit to the Superintendent or designee and OAPSE President for consideration.
6. All medical information and reports relating to sick leave donation application under these provisions shall remain confidential to the extent allowed by law.

Each case will be reviewed by the Superintendent or Designee and the OAPSE President or Designee. The Superintendent or Designee's decision is final and not subject to grievance.

Member Donation and Attendance Incentive – A member's donation of sick leave does not affect the donor's eligibility for Article 10 – Incentive for Attendance.

8.02 Sick Leave Credit Used

A. Accumulated sick leave credit shall be deducted upon use in terms of a minimum of two (2) hours – then one-quarter (1/4) hour increments. Employees who work less than two (2) hours

shall take their leave in full shift increments. In the event of an illness that occurs near the end of an employee's shift, the employee's immediate supervisor may approve sick leave in an increment less than two (2) hours.

B. Employees may use sick leave in accordance with provisions of Section 3319.141 of the Ohio Revised Code for absence due to personal illness, 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. For the purposes hereof, the term "immediate family" shall mean, in the case of death, spouse, brother, sister, children, step parents and step children, parents of the employee, parents of the employee's spouse, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, or anyone who has been an integral part of the family and stands in a similar position to the aforementioned persons. In the case of illness, "immediate family" shall mean spouse, children, step parents and step children, parents of the employee, parents of the employee's spouse, brother, sister, and grandparents, or anyone who has been an integral part of the family and stands in a similar position to the aforementioned persons.

1. Employees shall be permitted to use up to five (5) days (converted to appropriate hours) of sick leave for each death in the immediate family as defined above.

ARTICLE 9 – PERSONAL LEAVE

9.01 A. All leave accumulation shall be accounted on an hourly basis.

B. For purposes of conversion from days to hours, employees' current accumulated leave days shall be converted to hours based upon their current contract work hours for each work day.

C. Personal leave days are to be used for urgent matters or personal business or other necessary events. The personal leave form must be filed with the Principal, Superintendent, or immediate supervisor at least 24 hours in advance. In cases of emergencies beyond the employee's control, notification shall be made as soon as possible. Paid personal leave shall not exceed three (3) days in number, non-cumulative from year to year. Personal leave hours shall be used for a minimum of two (2) hours – then in one-quarter (1/4) hour increments. Employees who work less than two (2) hours shall take their leave in full shift increments.

D. Examples of unapproved reasons for use of personal leave shall include, but not be limited to the following:

1. vacation
2. extending a holiday or vacation, unless prior approved
3. secondary employment
4. absences covered by other leaves

E. Except for *bona fide* emergencies, personal leave may not be used on the day before or after a holiday or the first five (5) and last five (5) days of school unless prior approval of the employee's immediate supervisor and the Superintendent or his/her designee is obtained. Reasons must be stated and each request will be evaluated on its own merit.

Limitations on use of personal leave at the beginning and at the close of the school year is intended to insure that sufficient staff are present for the Board to meet its public mission. Employees who have a *bona fide* emergency or need which can be predetermined should supply their immediate supervisor, the Superintendent or his/her designee with as much advance notice for use of personal leave during restricted periods. The reasons which will be considered acceptable are:

1. Acts of god not covered by the calamity day language;
2. Graduation of a spouse, child or grandchild from an accredited secondary school, college, university, or military school or academy;
3. Transportation of a student to or from an accredited school or military school or academy as defined above.
4. Legal business, including court appearances, home sale or inspection, legal counseling, etc;
5. Breakdown of personal transportation;
6. Deliver or repair of home appliance or loss of a major utility; or
7. Other reasons deemed appropriate by the Superintendent.

9.02 Without Pay

Personal leave without pay may be granted by the Superintendent to a non-teaching employee for reasons not covered by other leave policy. Absence for personal reasons must have prior approval of the Superintendent. Each request shall be considered on its own merit and no accrual or right to any specific number of days shall exist. Denial of personal leave without pay is not grievable. All requests for unpaid leave shall be made at least 30 days in advance except in emergency situations or where extenuating circumstances exist.

9.03 Unused personal leave at the conclusion of each contract year shall be converted to sick leave up to the maximum allowable under the terms of this agreement.

ARTICLE 10 – MERIT INCENTIVE FOR ATTENDANCE

10.01 All bargaining unit members are eligible for a merit incentive for attendance as follows:

A. There will be a monthly incentive of $40.00 paid for perfect attendance (no days/time missed).

B. Compensation will be paid at the end of the employee's calendar work year.

C. 12 month employees are eligible in the months of August to July of each calendar work year.

D. 9 month employees are eligible in the months of September to May of each calendar work year.

ARTICLE 11 – VACATIONS

11.01 A. All leave accumulation shall be accounted on an hourly basis.

B. For purposes of conversion from days to hours, employees' current accumulated leave days shall be converted to hours based upon their current contract work hours for each work day.

C. In the Columbia School District, each twelve-month non-teaching employee, including full-time hourly rate and per diem employees, shall be entitled to, while continuing in the employ of the Board, vacation pay as follows:

1. after the completion of one (1) year of service – eighty (80) hours vacation;
2. after the completion of five (5) years of service – one hundred twenty (120) hours vacation;
3. after the completion of fifteen (15) years of service – one hundred sixty (160) hours vacation;
4. after the completion of twenty-five (25) years of service – two hundred (200) hours vacation;

Those staff members employed for less than a twelve month work year are not entitled to a paid vacation. Vacation time will not accumulate from one year to the next.

The Superintendent will have final approval of vacation schedules for non-teaching staff. It will be his/her responsibility to see that vacations are scheduled to least interfere with the operation of the schools.

Two bargaining unit member employees in the same classification in the same building shall not be allowed to take vacation time at the same time except for vacation of one (1) day or less.

11.02 An employee who terminates employment prior to the end of his/her present contract year shall have vacation time prorated.

11.03 Vacation shall be used in minimum half-time increments. For example, an eight-hour employee must use accumulated vacation time in an amount of at least four (4) hours.

ARTICLE 12 – SEVERANCE PAY

12.01 A. Severance pay will be granted to all non-teaching employees who are accepted for retirement for the School Employees Retirement System, which will be consistent with state statutes governing such severance pay and the legal opinions of the Attorney General of the State of Ohio as they pertain to the question of severance pay to the public school employees of the State of Ohio.

B. Implementing Procedure

Upon retirement from active service, and acceptance by the State Retirement Board, employees shall be paid in a lump sum equal to one-fourth (1/4) of the value of accrued (but unused) sick leave credit, to a maximum of seventy (70) days. Such payment shall be based upon the employee's contracted daily rate at the time of retirement, exclusive of overtime or supplementary pay. Payment for sick leave through this procedure shall be considered to

eliminate and terminate all sick leave credit of the employee and such payment shall be made only once to any employee.

C. For purposes of severance, leave hours shall be converted back to days based upon the employee's workday/contract hours at the time of their retirement.

D. This provision is subject to severance limitations as set forth in Article 12.

E. Eligibility
An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. submits a resignation with a designated date;
2. individual retires from the school system;
3. individual's retirement – disability or service retirement under SERS;
4. prove acceptance into the retirement system by having received and cashed his/her first retirement check within 60 days of the last day of employment;
5. prior to the receipt of the severance check, written certification that all eligibility criteria have been met.

F. Receipt of Payment for accrued but unused sick leave shall eliminate all sick leave accrued by the employee.

G. Method of Payment
All severance payments will be made in one payment within 60 days of the last day of employment and in compliance with all I.R.S. regulations once all criteria outlined above are met.

H. Survivor Benefit
In the event of death, severance pay under Section 12.01 will be paid to such employee's designated or nominated beneficiary as prevails with respect to the school employees retirement system.

ARTICLE 13 – STAFF ASSIGNMENTS

13.01 The Board and OAPSE agree that all job vacancies and newly created posted positions shall be filled by the most competent, capable, and qualified candidates available.

13.02 All vacancies and newly created posted positions shall be posted on the District website for five (5) working days for bidding. Notices of the vacancies will also be sent to employees by email. In addition, so that the vacancy and newly created posted position may be known to all employees, the President of the OAPSE Local shall receive a copy of the vacancy and newly created posted position posting. Notification of who is awarded the vacancy and newly created posted position shall be given to the Union President within five (5) working days of such award.

13.03 The notice of vacancy and newly created posted position shall include the qualifications, general responsibilities, estimated hours, wage, building and procedures for applying for the position and the deadline for filing the application. The estimated hours are an estimate only and are subject to change before or after the position is filled.

13.04 Employees who desire to apply for the vacancy and newly created posted position shall send a written application to the Superintendent within the time limit specified in the notice. All employees who meet the minimum qualifications for the posted vacancy shall be granted an interview. Candidates who are currently employed by the Board and meet the necessary qualifications for the position shall not be arbitrarily denied the position. If an applicant, after completing an interview, is not awarded the position, upon request of the candidate the Superintendent will explain the areas that the candidate lacked skills necessary for the job.

13.05 Applications will be accepted from within and outside the school district. Consideration shall be given to qualified candidates who are currently employed by the Board. Candidates shall be chosen on the basis of experience, meritorious performance and potential for leadership.

13.06 The word "days" when used in this article shall mean Mondays through Fridays exclusive of holidays. During the summer and other recesses, vacancy notices will be posted on the District website and a copy sent to the Union President.

13.07 Employees may apply for and can be awarded dual positions, unless the Superintendent determines that the employee will not be able to properly perform the duties for the two positions or if the combined hours normally worked by the employee in the two positions results in overtime. Hours of dual positions will be combined for determining eligibility for benefits under Article 22, Section 22.01(B).

13.08 Current employees who are awarded an open or newly created position shall be placed on the step closest to their current rate of pay or years of service whichever is higher.

ARTICLE 14 – TRANSFER

14.01 Any change in employee assignment may be made only after discussion with the involved employee.

14.02 Each employee shall be assigned to a home base. Temporary transfers within the district shall be made only after the immediate supervisor meets with the employee. Following conclusion of the temporary assignment the employee shall be transferred back to the home base.

14.03 The Board shall give alternate work, as per job descriptions, if such work is available, to any employee who has become medically unable to satisfactorily perform his/her regular job duties.

14.04 A current employee/bargaining unit member on a continuing contract who requests a transfer to a posted vacancy will be given a sixty (60) day probationary period during which to demonstrate his/her ability to perform the job. During this probationary period, the employee shall be evaluated by his/her supervisor at last once in writing and shall receive suggestions for improvement, if the performance is not satisfactory. The employee will be paid the appropriate salary for their probationary job classification during this period.

If the employee's performance is not satisfactory prior to the completion of the probationary period, a reason will be furnished to the employee and the employee shall return to his/her immediate prior position at the appropriate salary level and classification. Any bargaining unit member employee who was transferred or promoted to replace said employee shall be returned to his/her immediate prior position with no change in contract status at the appropriate salary level and classification.

This subsection, 14.04, is neither grievable nor arbitral and further only affects bargaining unit employees as defined in subsection 1.01 of Article 1.

ARTICLE 15 – NON-RENEWAL

15.01 Employees who are not to be reappointed shall be notified, in writing, by the Treasurer of the school district as confirmed by the Board on or before April 30.

15.02 If the Superintendent determines to recommend the nonrenewal of a limited contract employee, the employee shall be notified in writing of the intent by April 1. The employee then has five (5) working days to request a meeting with the Superintendent regarding the recommendation. This meeting shall take place within three (3) working days of the request for each meeting from the employee.

ARTICLE 16 – IN-SERVICE GROWTH MEETINGS

16.01 Application for in-service growth leave should be submitted in duplicate not less than one week before the date of the event. The "Application for Leave" form must be completed by all employees, signed by designated persons and forwarded to the Superintendent's office for action. A copy indicating action taken will be returned.

16.02 OAPSE Conference – Two (2) delegates and an alternate of the OAPSE Local shall be granted permission, providing each delegate shall request permission to attend forty-five (45) working days prior to the conference. The delegates shall attend at their own expense; however, there shall be no payroll deduction for the day or days of attendance. The alternate shall not be from the same job classification.

NEOEA Day – Two (2) full-time (260 day) employees may attend OAPSE workshops scheduled for this day. Attendance will be confirmed by conference receipts submitted to the Superintendent.

16.03 The Board of Education will pay the fee for licensing retraining where licensing retraining is necessary for the person to maintain his/her present position. The fee will not be paid where the licensing retraining is necessary due to the negligence of the employee. Further, the fee will not be paid, unless approved by the Board, for training necessary to advance within the system.

16.04 The word "days" when used in this article shall mean Mondays through Fridays exclusive of holidays.

16.05 Professional Leave – Professional Leave pertinent to the employee's classification can be taken and the fees reimbursed as follows:

Prior approval of the Superintendent of the Columbia Local School District is required. Reimbursement will be made upon presentation of a receipt for the course fees and a certificate of satisfactory completion of the course.

16.06 Waiver Days – Public School Works assignment(s) shall be added to waiver days.

ARTICLE 17 – PAID LEGAL HOLIDAYS

17.01 Provided the employee is on paid status (paid sick leave, paid personal leave or any other paid leave pursuant to this Agreement) the day before or the day after, the following days which occur within the employee's work year shall be paid:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving Day
Presidents' Day	Labor Day	Christmas Day

17.02 Good Friday, Christmas Eve – Only full-time employees (260 day) will receive Good Friday and Christmas Eve as paid holidays.

17.03 All veterans with an honorable discharge from any branch of the military shall be entitled to Veterans' days as a holiday with pay.

ARTICLE 18 – PAYDAY

18.01 Employees shall be paid in 24 equal installments on the 15th day and the last day of each month. In the event a payday falls on the weekend, the pay shall be issued on the Friday before the weekend pay date. In the event of a bank holiday on the date for direct deposit, deposits will be made on the previous business day.

18.02 All employees shall be required to complete the forms requested by the Treasurer, Superintendent, or County Office, prior to receiving their initial check at the beginning of each school year.

18.03 If, for any reason an employee is overpaid, the Board shall make the additional deductions from the employee's next pay after the error has been called to the attention of the employee, unless the error exceeds $50 at which time the error will be deducted equally over the remaining pay period in that school year.

18.04 Direct deposit receipts will be delivered to employees electronically.

Annually, employees may give written notice to opt out of the electronic receipt system.

Those employees who opt out of the receipts shall receive a receipt during the school year by inter-office mail. During the summer months, any employee wishing to receive a receipt shall provide the Central Office with a self-addressed, stamped envelope for each pay period. If no envelopes are provided, the employees shall be able to pick up pay receipts at the Board office.

18.05 Direct Deposit
All employees shall be required to receive their salary by direct deposit.

Employees may choose two accounts at up to two financial institutions in addition to the School Employees Credit Union (for a total of three financial institutions). To deposit money into two or three separate institutions, one or two amounts must be fixed with the second (in the case of two) or the third (in the case of three) being the remainder of the pay.

18.06 All monies due to employees for miscellaneous items shall be included in their regular paycheck.

ARTICLE 19 – JURY DUTY

19.01 Employees called to serve on juries will receive full compensation for actual time served during regular working hours provided written proof of specific hours duly certified by the bailiff of court is presented to the Treasurer's office. Time served for jury duty will not be charged to sick leave or personal leave. Employer's certificate is obtainable at the Court House when reporting for jury duty.

19.02 Employee's subpoenaed to be a witness at a Court proceeding, unless the employee is a litigant against the Board, will receive full compensation from the Board provided a copy of the subpoena is presented to the Superintendent in advance of court leave. Time served as a witness under subpoena shall not be charged to sick leave or personal leave of said employee.

19.03 Any compensation received for jury duty or court appearances must be paid to the Board.

ARTICLE 20 – MILEAGE REIMBURSEMENT FOR JOB CONNECTED DUTIES

20.01 The Board shall reimburse employees for the use of one's personal car in the conducting of approved school business at the current rate established by Board policy.

ARTICLE 21 – JOB DESCRIPTIONS

21.01 An employee, when hired, promoted, or transferred, shall receive a copy of the job description for the position which he or she is under contract to perform.

21.02 Job descriptions will indicate the position of the employee's immediate supervisor.

All non-teaching employees have as a supervisor an immediate supervisor and/or the administrator of the building to which they are assigned, or the administrator of the school facility at which they are performing the duties of their job description.

21.03 Job Description Advisory Committee

A. Local 382, OAPSE, will establish a committee from each job classification to review job descriptions of bargaining unit members.

B. The purpose of the committee is to define, update, and modify job descriptions. Tue committee will then make recommendations to the Superintendent.

C. The committee shall meet in January of each school year.

D. All job descriptions shall be approved and adopted by the Board.

E. Only the Board can revise or abolish a job description.

ARTICLE 22 – SALARIES AND FRINGE BENEFITS

22.01 Salary

A.
- Year 1 (2016-17) 1.25% with one step and, if applicable, reinstatement of two steps for those who had steps frozen.
- Year 2 (2017-18) 1.25% with one step increase.
- Year 3 (2018-19) 1% with one step increase.

Bus drivers shall be paid their hourly rate for all field trips.

B. Employees hired after January 5, 2008 who work less than thirty (30) hours per week are ineligible for fringe benefits. Eligibility for fringe benefits (30 hours per week) is based upon hours set forth in the annual salary notice and any add-on routes and does not include overtime and non-routine trips.

C. Employees who must meet the 30 hour eligibility requirement and begin a school year eligible for benefits will remain eligible for the full individual contract period (August 1 – July 31) in the event their hours are reduced by Board (or Administration) action. This excludes Reduction in Force according to Article 24.

D. In the event an employee's hours increase from ineligible status to eligible status the employee will be eligible to participate in the benefits set forth in this section.

22.02 Health Care Plan

A. The Board and eligible employees will share the cost of the Health Care Plan premiums as follows: (Exhibit G)

Year 1 (2016-2017):	Board – 86%	Employee – 14%
Year 2 (2017-2018):	Board – 86%	Employee – 14%
Year 3 (2018-2019):	Board – 85%	Employee – 15%

Optional vision insurance to be paid in full by the employee.

Employees may purchase Medical and Dental, only Medical, or only Dental.

B. This plan has coverage for dependents to age 26.

C. 1. With the exception of employees hired after January 5, 2008, those employees not participating in the health care plan will receive a $400 buy-out for the 12-month period specified in plan document, payable through direct deposit. Should an employee elect not to take the insurance plan through Columbia Schools and should circumstances change, the employee shall be allowed to opt back into the program. He/she shall forfeit any stipend for that school year.

Each employee will have a $400 flexible spending account ("FSA") to be used as per regulations in medical documents. Members may also contribute additional pre-tax funds up to the maximum allowable amount permitted by law to the FSA by notifying the Treasurer yearly of the amount to be deducted from the paycheck during the yearly enrollment period. This FSA is for a 12-month period. (Employees working less than thirty (30) hours per week are ineligible for "buy-out.") Involuntary reduction in force will not require payback of $400 once paid to employee.

2. Health Insurance Plan Details

In Network:

	PREMIUM	STANDARD	BASIC with Health Savings Account
Deductible	$750/$1500	$1000/$2000	$2000/$4000
Earned Incentive Award	($250)/($500)	($250)/($500)	($250)/($500)
Deductible with Incentive	$500/$1000	$750/$1500	$1750/$3500
Co-insurance	90%	80%	90%
Co-insurance Out-of-Pocket	$1500/$3000	$2000/$4000	$3000/$6000
Total Out-of-Pocket Max *(includes deductible, Co-insurance, medical and RX co-pays with or without wellness incentive)*	$6600/$13200	$6600/$13200	$6450/$12900

Out of Network:

Deductible	$1500/$3000	$2000/$4000	$4000/$8000
Co-insurance	60%	60%	60%
Co-insurance Out-of-Pocket Max *(does not include deductible or co-pays)*	$3000/$6000	$4000/$8000	$6000/$12000

Office and ER Visits:

OV Co-pay	$25	$30	Ded then 90/60%
Urgent Care Visit	$40	$45	Ded then 90/60%
Specialist Visit	$40	$45	Ded then 90/60%
ER Co-pay – Emergency	$100	$150	Ded then 90/60%
ER Co-pay – Non-Emergency	$200	$200	Ded then 90/60%

Wellness:

Immunizations	100% In-Network	100% In-Network	100% In-Network
Routine Physical	100% In-Network	100% In-Network	100% In-Network
Routine PSA	100% In-Network	100% In-Network	100% In-Network
Endoscopies	100% In-Network	100% In-Network	100% In-Network
Pap Test Exam	100% In-Network	100% In-Network	100% In-Network
PPACA Expanded Wellness Services	100% In-Network	100% In-Network	100% In-Network

Prescription Drug Benefits:

Retail Drug Card	$10/$25/$50	$15/$30/$60	Ded then $10/$25/$50
Mail Order	$20/$50/$100	$30/$60/$120	Ded then $20/$50/$100
Specialty Meds	$60	$100	Ded then $60
Step Therapy	YES	YES	YES
Mandatory Mail Order	YES	YES	YES
Maintenance Choice	YES	YES	YES

D. A dental plan shall be made available to all employees working not less than thirty (30) hours per week. Eligibility for dental benefits is based upon thirty (30) base contract hours per week and does not include overtime and non-routine trips.

E. A Section 125 Plan will be available to all employees eligible for benefits according to Section 21.01(B). This Section 125 Plan will permit employees' share of insurance premiums to be made as a pre-tax item.

F. An insurance committee shall be formed by the Administration and shall include two OAPSE members appointed by the OAPSE President to study District health insurance and make non-binding recommendations to the Board.

G. Any employee ineligible for insurance prior to this agreement may participate on a pro-rated basis as determined by the Treasurer.

H. Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business or organization that costs no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the Columbia Local School District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Columbia Local School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business or organization after October 1, 2016 or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business or organization unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 25% of the premium cost.
Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business or organization, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Columbia Local School District.

Every employee whose spouse participates under the Columbia Local School District's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business or organization. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Columbia Local School District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business or organization) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. <u>If you submit false</u>

information, you may be subject to disciplinary action, up to and including termination of employment.

22.03 The Board shall provide employees a $20,000 term life insurance policy for employees working 20 hours or more per week and a $9,000 term life insurance policy for employees working under 20 hours per week, with a carrier to be selected by the Board. Employees' life insurance benefits are governed by the plan document.

22.04 The Treasurer of the Columbia Board of Education shall make payroll deductions, with written authorization from the employee, for OAPSE dues, credit union, fair share fee, and tax sheltered annuities. Other deductions may be made when mutually agreed upon by both the employee and the Board.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance.

22.05 When the school system is closed due to a calamity such as dangerous weather conditions, unforeseen acts of God, or an emergency crisis, the non-teaching employees shall continue to be paid in accordance with their contract.

An employee who is required by his/her supervisor or Principal to work on such a calamity day shall be paid at time and one half of the employee's regular rate in addition to his/her other regular pay. The Superintendent shall make every effort to notify employees through the emergency phone system by 5:45 a.m. On days that such notice occurs after 5:45 a.m. and employees arrive at work during a delay, they shall be compensated for one (1) hour at their regular rate of pay.

22.06 SERS Salary Reduction Pickup (As of August 1, 2008)

A. The Columbia Board of Education shall contribute Board funds to the School Employees Retirement System (SERS), in addition to the Boards required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the hourly wage otherwise payable to such classified employee.

B. The total annual wage for each employee shall be the wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage; and (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

C. The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (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.

D. The Board shall compute and remit its employer contributions to SERS based upon the total annual wage, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual wage, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. The "pickup" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.

F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall apply to all payroll payments.

H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void, and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

I. In accordance with SERS rules and regulations, once an employee notifies the Board that he/she wishes to retire and where such employee was not previously eligible for health insurance coverage, such employee shall immediately become eligible to purchase said health insurance coverage at their own expense.

ARTICLE 23 – CLASSIFICATION PAY

23.01 In the event that an employee is assigned or requested to perform the work of a higher classification by his/her immediate supervisor or other administrator and performs all the duties and responsibilities of the higher classification, the assigned employee shall receive the higher rate of pay of the assigned position/classification equal to his/her years of service (present step) within the school district.

Upon the employee's return to the position held prior to the interim assignment, salary currently in effect for that position will be resumed.

23.02 A non-teaching employee assigned by his/her immediate supervisor to work in a lower classification shall continue to receive his/her regular hourly rate for all hours worked.

A non-teaching employee who is employed as a substitute in a classification at his/her request in a classification other than his/her own will receive the substitute rate for that classification.

23.03 When a posted position is filled, and the employee begins work prior to Board approval, the new employee shall be paid at the appropriate salary schedule rate, regardless of the date of final Board approval.

ARTICLE 24 – REDUCTION IN FORCE/REDUCTION IN HOURS

24.01 When the Board determines that the non-teaching employee workforce shall be reduced, the following procedures shall apply:

A. Seniority List

All employees of the Columbia Local Board of Education shall be placed on a seniority list in their category of employment, as defined by the Board, based on continuous service. Seniority shall be determined by:

1) the date of regular employment, and then by

2) the date on which the employee submitted a completed application

Applications will be valid for only one year from the time initially received by the Board. Anyone applying for a position after that time would have to resubmit a new application with a new date.

B. Classifications for Bumping

Custodial Maintenance
Maintenance Assistant
Custodian
Cleaner

Transportation
Mechanic
Bus Driver
Mail Courier

Aides
Library Aides
Educational Aides/Special Attendants

Clerical
High School Secretary/12 Month
Principal's Secretary
Office Secretary

Food Service
Head Cook
Cook/Cashier

↓
Bus Aide
↓
Playground Aide – Lunchroom Monitor

1. RIFs of RIHs shall be by system seniority within the classification series set forth above.
2. All bumping shall occur downward within the classification series.
3. Any employee in a classification series may bump forward to the Bus Aide, Playground Aide or Lunchroom Monitor positions based upon seniority.
4. The Bus Aide may bump downward to the Playground Aide or Lunchroom Monitor positions based upon seniority.
5. An employee may bump to any position in which he or she previously attained at least three (3) years of system experience based upon seniority.

C. Attrition

1. The number of persons affected by a reduction in force or hours shall be kept to a minimum by not employing replacements for employees who retire or resign, or whose contracts are not renewed on the basis of performance.

2. An employee not on continuing employment contract status shall be released from service (laid off) prior to the layoff of any bargaining unit employee under continuing contract in the affected classification. Thereafter, the least senior employee in the affected job classification shall be laid off prior to more senior employees, if any. Employees shall be laid off based upon seniority within the affected job classification. (Length of continuous service from the most recent date of appointment in that classification.) Whenever possible the employer shall endeavor to retain employees who are within three (3) years of retirement eligibility (either 55 years of age and 25 years of service or 30 years of service at any age).

D. Re-employment
Employees on the Reduction in Force or Reduction in Hours list shall be offered re-employment per category in the reverse order of seniority. No new employees shall be employed in a category while any employee in that category remains on the Reduction in Force list.

E. Notice
The Board shall give written notice of an offer of re-employment of a position similar in hours and meet requirements of the position by sending a certified letter to the employee at his/her last known address. It shall be the responsibility of each employee to keep the Board office informed of his/her current address.

F. Time Limit for Response
If the employee fails to accept the offer of re-employment within seven (7) calendar *days* from notice of delivery, said employee shall have rejected the offer and shall be removed from the Reduction in Force list.

G. Time Limit on Reduction in Force List
Employees will remain on the Reduction in Force list for a period of twenty-four (24) months or per the Ohio revised code whichever is greater following their placement on the Reduction in Force list by non-renewal action by the Board.

H. Suspension and Non-Renewal for Performance Reasons
Nothing contained herein shall abridge the Board's right to non-renew an employee for performance reasons as per Ohio Revised Code 3319.081.

I. An employee may continue health benefits under the mandates of COBRA while on the Reduction in Force List. Premium to be paid by the employee.

ARTICLE 25 – BUS DRIVERS

25.01 Drivers certified by the Lorain County Board of Education and employed by the Columbia Local Board of Education will be permitted to accept and drive routes and runs.

Other personnel employed by the Columbia Local School District may drive runs (contests and/or educational field trips) only when the total number of students transported can be legally accommodated into one vehicle. Said employees must possess a valid driver's license and have a documented driver abstract on file annually with the Treasurer.

Recertification classes shall be taken as professional time, however if there is an evening class within a twenty-five (25) mile radius of the district, the driver shall take that class.

25.02 The driver has the right to refuse to drive a bus which he/she has reported to the Transportation Supervisor as needing repairs to make it safe as defined by the criteria established by the Ohio State Department of Transportation.

25.03 Bus drivers shall be paid a total of four (4) hours time each school year for the clerical work they perform outside of regular work hours, including compiling student lists consisting of names, addresses, phone numbers, grades, parents' names of each child on the bus, making out a daily bus route for each route driver, and noting assigned seats for each child. Driver files must be updated by the driver. Such four (4) hours pay shall be paid in the pay period following the driver's successful completion of such duties for the current school year.

25.04 Bidding

A. Route bidding shall occur on the last in-service day of the school year. At that meeting, all bus routes, middays, add-ons and any additional routes shall be presented including the route and total time as it stands as of that date. Each bus driver may choose his/her routes, middays, add-ons and any additional routes by seniority. In the event the bus driver cannot be present at the general meeting for bidding due to extenuating circumstances, he/she may authorize another employee to select for him/her. Prior to the general meeting, a signed written statement must be presented by the designee with a copy given to the Transportation Supervisor, indicating routes, middays, add-ons and any additional routes of interest in order. If the bus driver is not present to select a route, midday, add-on, or additional route, and no authorization is presented by another bus driver to select for the absent bus driver, a route shall be assigned by the Transportation Supervisor.

B. School year route changes that exceed the 3-1/2 hour guarantee by 30 minutes will result in a rebid for that route. Rebidding shall occur within five (5) days of that route increase and shall occur according to seniority. Rebid routes will take effect the next working day.

C. Any route which is vacated after bidding shall be offered to the bus drivers according to seniority within five (5) working days of the resignation being accepted at the Columbia Board of Education meeting. This provision has no application to route changes.

D. The Transportation Supervisor, with the Superintendent's approval, may change route assignments at any time during the year when extenuating circumstances require change of the driver and/or the riders.

25.05 All District routes (that include driving in the a.m. and p.m.) will be guaranteed a minimum of 3-1/2 hours per day inclusive of (a thirty (30)) pre and post trip. Routes that exceed 3-1/2 hours per day will be paid accordingly.

25.06 Uncovered Trips

If an employee is unable to report on time for work for any reason, the employee must call his/her Supervisor at least 1 hour before his/her scheduled start time. The employee shall inform the

Supervisor of the "expected duration" and explain the reason for the absence. Additional notification is greatly appreciated and provides valuable extra time to call out a substitute or adjust routes as needed. This notice requirement shall not apply in the event extenuating circumstances as determined by the immediate supervisor. When the employee returns to work, an Affidavit Supporting Absenteeism (see Form B) must be completed and turned into the Supervisor within three days. The employee's time sheet must also reflect the absence.

Uncovered Routes will be filled as follows. If a regular driver is available to run the full route or part of the route, he/she will be asked to run all or part of the route first before a substitute is called. If a regular driver is not available to drive all or part of the absent driver's route, the Transportation Supervisor shall fill the route with a substitute driver (unless the substitute is already scheduled).

25.07 Over-hour Compensation:

A. In the event of an early release of students, any driver on assignment shall be paid at their regular hourly rate for all time involved in layovers; however, the driver will be expected to perform assignments as given by the Transportation Supervisor.

B. Bus driver shall be compensated for any time spent over his/her regularly scheduled working hours due to mechanical breakdown, railway delay, adverse weather conditions, accident (providing the accident is not due to the negligence of the bus driver) or other such situations. Further, a bus driver shall be compensated at their regular hourly rate only when in attendance at a disciplinary meeting held due to student conduct; if a driver is required to appear in court concerning traffic violations where the driver is not at fault which directly or indirectly involves a school bus or other school vehicles, or if the driver is required to attend by the Superintendent. Driver-initiated meetings are not compensated.

C. In the event that the Transportation Supervisor assigns a driver additional duties or requests assistance as deemed necessary, the driver shall be compensated accordingly.

25.08 Each substitute bus driver or contracted driver substituting for another driver shall be provided student lists and maps of the routes he/she is required to drive.

25.09 Trips

A. Trips will be posted in date order every other Monday by 8:00 a.m. that have been requested for the fourteen (14) days following the week of bidding. Bidding will be the Wednesday after posting. See example:

MAY

Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	*2*	*3*	*4*	*5*	*6*
7	*8*	*9*	*10*	*11*	*12*	*13*
14	*15*	*16*	*17*	*18*	*19*	*20*
21	*22*	*23*	*24*	*25*	*26*	*27*
28	*29*	*30*	*31*			
				1	*2*	*3*

Post on May 1. Bid on May 3 for trips requested May 7-20. Bid on May 17 for trips requested May 21-June 3

When Monday is a school holiday, the trips will be posted on Tuesday. When Wednesday is a school holiday or school is not in session, bidding will be postponed until the next regular school day.

B. On the bidding Wednesday a Bus Drivers' meeting will be conducted by either the Transportation Supervisor or his/her designee, at the conclusion of the (in district) a.m. routes. At that meeting, all posted trips shall be filled on a rotation basis from the posted seniority list. All drivers shall be compelled to either accept or decline a trip at the Wednesday morning meeting. It shall be the driver's responsibility to submit, in writing, to both a designee and the Transportation Supervisor prior to the meeting, his/her selection for the trips for the fourteen (14) day period. If a driver has signed up for a trip and then cancels, for whatever reason, the trip is then posted at the bottom of the list of signed sheets and goes to the next available driver on the trip list. Efforts shall be made to continue the practice of giving regular drivers as many trips without disturbing the daily transportation routine. There shall be no trading of positions on the field trip list, and if a trip is refused for any reason, the driver's name shall rotate to the bottom of the field trip list. If a driver signs up for a trip and the trip is canceled prior to the show-up period, the driver will be given the first choice of a trip of comparable length or less at the next bid meeting. The affected driver shall not lose his/her spot in the normal rotation. If a trip comes available after the Monday posting period but before the Wednesday bid, those trips shall be placed at the end of the trips already posted in the order that they are received until bid. If the trip comes available which needs to be driven prior to the next bid meeting, it shall be placed at the end of all trips posted, and the bid as deemed necessary.

Any driver cancelling from a scheduled trip, except for a qualified sick leave, shall be skipped in rotation one (1) time at the next scheduled bid meeting.

C. Each driver who accepts the assignment of a non-routine trip shall be responsible for seeing that the bus is warmed and inspected before the trip and for cleaning and checking the bus when it is returned to the bus compound. Drivers shall be paid his/her hourly rate from stated departure time on trip sheet to actual time bus returns to compound plus thirty (30) minutes for warm-up and inspection.

D. The Transportation Supervisor shall have the discretion of rescheduling all non-routine trips. The Transportation Supervisor shall so indicate at the time of the posting whether a trip is to be split or run as one complete trip. (Split trips are those trips where a driver takes the students to an activity and returns to the bus garage empty, and then returns empty to the activity at a later time to return the students to the home base.) This may be two (2) different drivers (a substitute or regular driver).

If it is later decided by the Transportation Supervisor that a trip is to be split and such trip has been accepted by a driver, said driver shall be entitled to compensation as the trip was originally submitted.

E. Trips which extend into the contracted hours of regular bus drivers shall be posted to the substitute bus drivers' bulletin board, where regular drivers can view. A substitute bus driver will then take the trip with a spare bus. If the Transportation Supervisor deems necessary that the run requires a school bus with special equipment, the Transportation Supervisor will determine which bus will be used. If no substitute bus drivers are available, refer to Article 25.12.

25.10 <u>Canceled Trip</u>

If a bus driver arrives at the bus garage and/or the point of pickup to transport students on a field trip which is canceled, the bus driver is entitled to one (1) hour of pay at the regular rate.

25.11 Definitions

A. Routes – Pickup and delivery of students to and from the regular school day.

B. Trips – Pickup and delivery of students to and from a school building for athletic contests and field trips.

C. Add-ons – Additional routes during the school day and/or from educational institutions/programs in or outside Columbia Local Schools that are awarded based upon seniority.

D. Add-on Routes – A route that is bid according to Section 25.04 or 25.05, and that runs to non-district institutions or agencies for a minimum of 130 days per school year. Such routes shall be included for purposes of annual eligibility for benefits under Article 22 and the add-on hours will be eligible for leaves on days when the route is scheduled.

1. Drivers who take add-on routes understand that they will keep them as long as they exist for that school year.
2. Drivers acknowledge that they will not be permitted to accept other trips or runs that interfere with the add-on route.
3. Sick, personal and other paid leaves, including calamity days, shall be paid for add-on route hours missed for leave-eligible reasons according to Article 8 and Article 9 and Section 22.05.

   If an add-on route is cancelled by the school or parent during any school day, the driver will not receive compensation and cannot use personal leave and/or sick leave for that day unless previously approved. The driver will have the option of completing assigned duties in the bus compound to be assigned by the Transportation Supervisor.
4. In the event an add-on route is created during the school year that would meet the definition of an add-on route *(but with less than 130 days and runs to non-district institutions or agencies) as* if it had existed at the beginning of the school year, the employee that successfully bids shall be eligible for benefits and leave according to this section.
5. In the event the driver of an add-on route becomes eligible for benefits under Article 22 based solely on the additional add-on route hours, such employee will remain eligible for such benefits through the end of that contract year in the event the Board cancels the add-on route due to unforeseen or unavoidable circumstances.
6. In the event the driver quits the add-on route, all benefits made available through the add-on route hours shall cease immediately.

E. All routes as defined by this section shall be awarded for no more than one (1) school year. Rebid shall occur at least annually as set forth in this Article.

25.12 Uncovered Trips

A. Whenever there are no substitute bus drivers available for a trip, the Transportation Supervisor shall offer the trip to the regular drivers according to seniority. The Transportation Supervisor will make arrangements to cover the routes of the driver taking the trip. Otherwise, the trip will go out immediately after the driver's routine route. The driver will be paid his/her hourly rate for the entire trip. Taking a trip under these circumstances will not

affect the trip board. If no regular driver accepts the trip, the least senior driver who is not assigned to a non-routine trip on that day will drive the run.

B. In the event that a last minute trip becomes available after scheduled trips have already been assigned, the last minute trip will be announced over the radio. Those drivers who are available to drive the last minute trip without affecting their regular route will respond that they will drive the trip. The trip will then be awarded according to the field trip rotation list.

25.13 Transitional Eligibility

A. Eligibility to participate in benefits for the months of August and September shall be based upon the bus driver's and bus aide's eligibility during the previous school year.

B. Final eligibility for health insurance benefits under Section 22.02 shall be established based upon the employee's hours as of September 30 of the new school year. Bus drivers and bus aides who do not meet the eligibility threshold by September 30 shall be ineligible for benefits under Section 22.02 beginning October 1. Eligibility may be regained pursuant to this Section 22.02 if an employee's hours rise above their eligibility threshold (Depending upon hire date) due to the extension of their route or the addition of an add-on route(s).

25.14 Benefit Eligibility for Bus Drivers and Bus Aides

A. The parties to this Agreement acknowledge that annual total hours per day for bus drivers and bus aides fluctuate based on routes and student enrollment.

B. The parties to this Agreement acknowledge that daily hours for bus drivers and bus aides may fluctuate during the months of August and September due to route adjustments and late "add-one" routes.

25.15 All bus trips shall comply with Ohio law and Administrative Regulations regarding school bus transportation.

25.16 Emergency Van Driver

A. This position is to be used only when regular bus drivers are not available and there is a need for additional help.

B. The emergency van driver is not considered a bus driver.

C. Only van drivers certified by the Lorain County Board of Education and the Ohio Department of Education, and employed by the Columbia Local Schools Board of Education will be permitted to drive the van.

D. The emergency van driver shall be paid 15 minutes daily, in addition to his/her driving time, for the inspection of the van.

E. Regular bus drivers will receive their regular hourly rate of pay if they drive the van for any purpose.

F. The emergency van driver will be paid an hourly rate of $13.00.

G. This position will not be used for a daily route.

ARTICLE 26 – REGULAR CUSTODIANS – DAY AND NIGHT

26.01 All regular custodial employees who work an eight-hour shift shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor. This provision is subject to Section 1.04.B.

26.02 All regular custodial employees working five consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of custodial duties. This provision is subject to Section 1.04.C.

26.03 Building Checks:

A. Regular custodians shall be required to make one (1) daily building check on Saturday, Sunday and holidays. The regular custodian will be compensated for each check at one (1) hour's pay at the appropriate overtime rate. All such checks will be divided equally over the course of the year between the two regular custodians at each building unless one custodian does not wish to do it and submits a letter in writing to the Superintendent so indicating.

B. During such time that boilers are in operation, regular custodians shall be required to make two (2) daily building checks on Saturday, Sunday, and holidays.

C. When the school district is closed due to a calamity day, as defined in Article 22, a regular custodian shall attempt to make at least one building check for that day, if possible, unless there is a Level 3 emergency declared by the Lorain County Sheriff.

26.04 A. A regular custodian shall be required to be on duty whenever there is a scheduled activity within his/her designated building. While the employee is on duty, he/she shall perform necessary custodial duties.

B. In the event where athletic practices are scheduled on a Saturday or Sunday, the decision to have a regular custodian on duty shall be at the discretion of the building principal and/or the superintendent.

Under no circumstance shall a regular custodian be responsible or be held accountable for any situation having occurred during such practice if a regular custodian was not on duty.

Further, a regular custodian shall be permitted reasonable cleaning time due to such practices having occurred.

26.05 When any of the existing custodial positions are vacated, the Board may fill the vacancy with a cleaner classification. However, the Board shall maintain three (3) custodial positions.

ARTICLE 27 – ASSISTANT CUSTODIANS

27.10 Assistant custodians who work more than four (4) hours, but less than six (6) hours shall be entitled to one ten (10) minute rest period. Assistant custodians who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor and/or building Principal. This provision is subject to Section 1.04.B.

27.02 Assistant custodians working less than five (5) consecutive hours shall not be entitled to a paid lunch. Assistant custodians working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

27.03 An assistant custodian shall work under the supervision of a regular custodian (Day and/or Night).

ARTICLE 28 - CLEANERS

28.01 Cleaners who work more than four (4) hours, but less than six (6) hours, shall be entitled to one ten (10) minute rest period. Cleaners who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule and shall be approved by the employee's immediate supervisor and/or building Principal. This provision is subject to Section 1.04(B).

28.02 Cleaners working less than five (5) consecutive hours shall not be entitled to a paid lunch. Cleaners working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04(C),

28.03 Cleaners shall work under the supervision of the Maintenance Supervisor or Principal.

28.04 When any of the existing custodial positions are vacated, the Board may fill the vacancy with a cleaner classification. However, the Board shall maintain three (3) custodial positions.

ARTICLE 29 – COOKS (FULL TIME AND HOURLY)/CASHIERS

29.01 Cooks/Cashiers who work more than four (4) hours, but less than six (6) hours shall be entitled to one ten (10) minute rest period. Cooks/cashiers who work a six-hour shift or more shall be entitled to two ten (10) minutes rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor. This provision is subject to Section 1.04.B.

29.02 Cooks/cashiers working less than five (5) consecutive hours shall not be entitled to a paid lunch. Cooks/cashiers working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

29.03 A classified cook shall be on duty whenever there is a scheduled activity which will require the use of stove, steam table, or dishwasher. The work shall first be offered to the cook(s) within the school where the event is occurring, by seniority, prior to being offered to cooks and other cafeteria personnel at the other schools.

No cook will be on duty if function is catered, potluck or punch and cookies, etc. and electrical items specified above are not used.

ARTICLE 30 – EDUCATIONAL AIDES

30.01 Educational aides who work more than four (4) hours, but less than six (6) hours shall be entitled to one ten (10) minute rest period. Educational aides who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor and/or building Principal. This provision is subject to Section 1.04.B.

30.02 Educational aides working less than five (5) consecutive hours shall not be entitled to a paid lunch. Educational aides working five (5) consecutive hours or more shall have a total of thirty (30)

minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

30.03 Educational aides shall be employed and such employment shall be implemented pursuant to the O.R.C., Section 3319.088. An educational aide is any non-teaching school employee who directly assists a teacher by performing duties for which no certificate is required by law. Educational aides must be under the supervision of a certified person at all time, although that certified person need not be present while the aide performs his/her task.

30.04 Educational aide permits required for such employment shall be paid by the Board. Educational aide permits shall be obtained and the renewal of such permits shall be in accordance to the O.A.C. Chapter 3301-25.

30.05 Personal Transportation Aides/Personal Care Attendants

A. This section only pertains directly to aides assigned to directly assist one student as a personal transportation aide or a personal care attendant.

B. When the school district administration is informed that a student requiring a personal transportation aide or a personal care attendant will not be in attendance that day or the following day, then the aide or attendant will work one full day of assigned hours as an assistant to their assigned department or teacher. The personal transportation aide or personal care attendant should inform their supervisor in anticipation of a student absence when they have knowledge of the possibility of their assigned student's absence.

C. If a student requiring a personal transportation aide or a personal care attendant is not in attendance for a second consecutive day, then the District will assign the personal transportation aide or personal care attendant to a position within the District as follows:

1. Personal transportation aide – Assignment is at the discretion of the Transportation Department Supervisor. Personal transportation aides will not be assigned to work beyond their normal route hours.

2. Personal care attendant – Will be assigned to any substitute role in the District of which they are minimally qualified as a first priority. In addition, the attendant may be assigned to any task, duty, or project by the Building Principal. The Building Principals and the Superintendent will collaborate on these assignments which may be in another building location or job classification. No change in pay rate.

D. When a student requiring a personal transportation aide or personal care attendant returns from an extended absence, the aide or attendant will return to work as well. When a student requiring a personal care attendant returns to school for a reduced schedule, the personal care attendant will follow the exact amount of time as needed to serve the student while on site and will remain in a job assigned by the building administrator (See C(2) above) for the rest of that day. Time will be adjusted as dictated by the student's individual education plan.

E. In the event that a student requiring a personal transportation aide or a personal care attendant will miss more than two consecutive days, then the personal transportation aide or personal care attendant will not be assigned to work unless they are called to substitute in other positions with duties that they are qualified to perform.

F. After five consecutive days of being "laid off", a personal transportation aide or personal care attendant may pursue unemployment compensation from the District.

ARTICLE 31 – HEAD COOK

31.01 Head cooks who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's building principal. This provision is subject to Section 1.04.B.

31.02 Head cooks working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

31.03 The head cook shall be the immediate supervisor for all other cafeteria employees.

31.04 The head cook or the designee shall be compensated at their regular rate of pay not to exceed one hour to attend the monthly menu development meeting.

ARTICLE 32 – LIBRARY SPECIALIST

32.01 Library specialists who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's building principal. This provision is subject to Section 1.04.B.

32.02 Library specialists working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

ARTICLE 33 – LUNCHTIME MONITOR

33.01 Lunchtime monitors who work more than four (4) hours, but less than six (6) hours shall be entitled to one ten (10) minute rest period. This rest period shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor and/or building principal. This provision is subject to Section 1.04.B.

33.02 Lunchtime monitors working less than five (5) consecutive hours shall not be entitled to a paid lunch. This provision is subject to Section 1.04.C.

33.03 An employee who is employed as a lunchtime monitor shall be required to obtain an educational aide permit.

Further information in reference to an educational aide permit can be found in Article 29, Educational Aides, Section 29.03 and 29.04 of this Agreement. (This language may be modified according to appropriate statutory terms.)

ARTICLE 34 – MAINTENANCE ASSISTANTS

34.01 Maintenance assistants who work more than four (4) hours, but less than six (6) hours shall be entitled to one ten (10) minute rest period. Maintenance assistants who work a six-hour shift or more shall be entitled to two ten (10) minutes rest periods. These rest periods shall not conflict with the employee's work schedule and shall be approved by the employee's immediate supervisor. This provision is subject to Section 1.04.B.

34.02 Maintenance assistants working less than five (5) consecutive hours shall not be entitled to a paid lunch. Maintenance assistants working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

ARTICLE 35 – MECHANICS

35.01 Mechanics who work an eight-hour shift shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule, and shall be approved by the employee's immediate supervisor. This provision is subject to Section 1.04.B.

35.02 Mechanics working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

35.03 Mechanics must hold ASE certification within one year of the employment date, or beginning date of this Agreement, to maintain employment as a mechanic with the Columbia Schools.

ARTICLE 36 – OFFICE SECRETARY

36.01 Office secretaries who work more than four (4) hours, but less than six (6) hours, shall be entitled to one ten (10) minute rest period. Office secretaries who work a six-hour shift or more shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule and shall be approved by the employee's building principal. This provision is subject to Section 1.04.B.

36.02 Office secretaries working less than five (5) consecutive hours shall not be entitled to a paid lunch. Office secretaries working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch time daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

ARTICLE 37 – PRINCIPAL'S SECRETARY

37.01 Principal's secretaries who work an eight-hour shift shall be entitled to two ten (10) minute rest periods. These rest periods shall not conflict with the employee's work schedule and shall be approved by the employee's building Principal. This provision is subject to Section 1.04.B.

37.02 Principal's secretaries working five (5) consecutive hours or more shall have a total of thirty (30) minutes of paid lunch daily, subject to interruption for the performance of needed duties. This provision is subject to Section 1.04.C.

ARTICLE 38 – INTER-OFFICE MAIL COURIER

38.01 The inter-office mail courier shall not be entitled to rest periods and/or paid lunch time.

38.02 The Superintendent shall be the immediate supervisor for this position.

ARTICLE 39 – PREMIUM TIME AND FORTY-HOUR WORK WEEK

39.01 Full-time employees will not be required to work more than five (5) consecutive work days in a calendar week to accumulate forty (40) work hours. Work hours will be paid based upon rounding to the nearest quarter hour. Time less than 7-1/2 minutes past the hour will be rounded down and time of 7-1/2 minutes and over will be rounded up.

Example: Time turned in from 8:10 to 5:20 will be rounded to 8:15 to 5:15 for payroll purposes.

39.02 Any hours worked in excess of eight (8) hours in a work day will be paid at the rate of time and one-half.

39.03 If any full-time employee is required and assigned to work on Saturday, the rate paid shall be time and one-half the employee's regular rate.

39.04 If any full-time employee is required and assigned to work on Sunday, the rate paid shall be double the employee's regular rate.

39.05 If an employee is required and assigned to work on a holiday, as defined in Article 17, the employee will be paid his or her regular holiday pay plus time and one-half the employee's regular rate for the hours actually worked on said holiday.

39.06 If any employees are required to come in at any other time than their normal hours for emergencies, those employees shall be compensated two hours of pay plus pay for any additional hours thereafter. Emergency is defined as any situation beyond the reasonable control of the employer.

39.07 Maintenance employees and custodians employed prior to the date of this contract's ratification/effective date (August 1, 2013) will be eligible for overtime on weekends and holidays as if they are full-time employees regardless of actual assigned hours per week.

39.08 The Superintendent may authorize, with the agreement of the affected employees, the option for twelve (12) month full-time employees to work four (4) ten-hour days in lieu of five (5) eight-hour days during weeks when school is not in session. Such schedules will not interfere with existing paid holidays and shall cause the waiver of the overtime provisions regarding overtime over eight (8) hours in one (1) work day. In order to ensure building coverage and accessibility for all District buildings Monday through Friday during weeks when school is not in session, the four (4) day schedule shall be staggered between two employees assigned to a building. In accordance with Federal law all hours worked in excess of forty (40) hours shall be eligible for overtime payment at time and one-half the employee's regular hourly rate.

39.09 Mandatory Meetings

Where the Administration requires a mandatory meeting outside regular hours, and states orally or in writing that the meeting is required, employees shall be paid for the time spent at the meeting.

This provision does not apply to meetings required by the state or other agency which is held at Columbia Local School District solely for the convenience of the employees.

ARTICLE 40 – TOOLS FOR POSITION

40.01 Bus mechanics require tools as a condition of employment. The employee and his/her immediate supervisor shall determine tools/equipment necessary for the position. Tools/equipment provided

by the employer shall be the exclusive property of the Columbia Board of Education. Tools/equipment provided by the employee shall be the exclusive property of the employee. Tools/equipment shall be maintained in a manner to attempt to keep them secure and minimize the possibility of theft. The employee shall be responsible for repair or replacement of any tool(s)/equipment broken or lost through negligence.

40.02 A. An inventory of all tools/equipment, both Board owned and employee owned, shall be maintained in the central office of the school district under the direction of the Superintendent. The employee shall be responsible for submitting an inventory to the Transportation Supervisor of his/her personal tools. The inventory shall be checked and updated before September 15 and January 15.

B. Insurance coverage for all tools/equipment, as recorded on the inventory, shall be provided by the Board.

C. Bus mechanics that are required by the Board to provide their own tools will be reimbursed up to $200 per year or pro-rata portion thereof, upon submission of appropriate receipts, to repair tools damaged through customary wear and tear for usage unless such tool(s) is covered by warranty.

D. In the event the bus mechanic or employee discovers tools/equipment missing, the Supervisor will be notified in writing. See Exhibit F.

E. In the event that a tool needs to be repaired or replaced, the bus mechanic or employee shall notify the Supervisor in writing. See Exhibit F.

40.03 A. In the event that an employee discovers any tool(s)/equipment missing, the employee shall submit such facts on the "MISSING TOOL/EQUIPMENT REPORT FORM" as soon as possible. The form shall be forwarded to the central office of the school district to be placed on file.

B. In the event that an employee discovers any tool(s)/equipment requiring repair or replacement, the employee shall submit such facts on the "TOOL/EQUIPMENT REPAIR/REPLACEMENT REQUEST FORM" as soon as possible. The form shall be forwarded to the central office of the school district to be acted on appropriately.

ARTICLE 41 – RIGHTS OF OAPSE

41.01 OAPSE shall be permitted the reasonable use of school facilities and equipment for meetings and preparation of OAPSE materials. "Reasonable use" requires OAPSE to file a Building Usage Request with the building Principal for meetings. Such requests will be granted if the meeting will not interfere with other school activities. If a meeting will require the building to be kept open beyond regular hours or will require extra custodial time, OAPSE shall pay the resulting costs. School equipment and supplies shall be used at a time and manner that does not interfere with school use, and OAPSE shall reimburse the Board for the cost of using equipment and supplies, such as photocopying.

41.02 OAPSE may distribute notices of Union activities in the District's mailing system, provided the Board continues to use such a system. The elected officials of OAPSE shall be responsible for all materials as to quality and content. OAPSE shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the district.

41.03 OAPSE may use bulletin boards designated to disseminate information to members, subject to restrictions in 40.02.

41.04 The OAPSE President or his/her designated representative may visit the work site at times when it will not interfere with the duties of the President or the person the President or designated representative is meeting. Visits made to discuss special problems of the classified employee(s) must be arranged in advance with the building Principal, or employee's supervisor. Upon arrival, the President or his/her designated representative shall notify the Principal/supervisor of his/her presence and who he/she is meeting.

41.05 All newly hired employees eligible for membership in the OAPSE bargaining unit shall make themselves available to a member of the Union leadership team for a 15-minute welcoming briefing within 30 working days of date of hire on unpaid time.

All newly hired employees shall sign the Union Informational Meeting Form as a part of the employment process and a copy shall be sent to the Union President within 5 working days of the new hire signing this form. Failure to meet with the Union representative shall be considered a violation of probation.

ARTICLE 42 – CONFLICT WITH REGULATIONS

42.01 The terms of this Agreement shall supersede State law when applicable and permissible by Chapter 4117 of the Ohio Revised Code.

42.02 If any provisions of this Agreement or any application of this Agreement to any person or persons shall be found to conflict with federal law, regulations, ruling or order, whether now or hereinafter enacted, then such provision or application shall be inoperative, but the remaining provisions shall continue in full force and effect.

ARTICLE 43 – EMPLOYMENT PRACTICES AND CONDITIONS

43.01 The Board agrees that it will not discriminate against any member of the non-teaching staff because of membership in the Union, or as a result of negotiations, complaints or other proceedings under this Agreement.

43.02 Non-teaching personnel employed by the Board shall be free to join or not to join OAPSE Local #382, and present grievances under the Grievance Procedure set forth herein. Within thirty (30) days after employment by the Board and as a condition of employment, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association an agency fee equivalent to but not to exceed the amount of dues uniformly required of members of the Association subject to a rebate right granted to non-members in accordance with current law.

43.03 The Board shall make OAPSE dues deductions and/or fair share fee deductions from the wages of all employees in the bargaining unit. Annual dues/fees shall be deducted in equal installments from each pay commencing with the first pay of the contract year. New employees hired after the beginning of the school year shall have their initial annual dues/fees obligation prorated and such pro-rata amount shall be deducted in equal installments from each of the remaining pays for that school year.

All state monies collected as dues and fees shall be directly paid to OAPSE State Treasurer by the Treasurer of the school district along with a list of names and amounts deducted.

OAPSE agrees to indemnify and hold the Board and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

43.04 Dues deduction authorizations shall be continuous from year to year, except authorization for deductions may be withdrawn only between June 1 and 10 of the year the contract expires by individual written request to the Treasurer, the Association President and the OAPSE state office.

ARTICLE 44 – UNEMPLOYMENT COMPENSATION

44.01 No employee who is covered by this Agreement and who has signed a Contract of Employment with the Board shall apply for or receive unemployment compensation so long as this Agreement and the employee's Contract of Employment are in effect.

ARTICLE 45 – DISCIPLINE

45.01 For the purposes of this Article, discipline shall be defined as having two levels.

Level 1 For those incidents to which Ohio Revised Code 3319.081 applies; the procedures for discipline to be followed are as set forth in the statute. Any appeal of a suspension or termination shall be according to Article 5, Grievance Procedure. There shall be no appeal to court for a suspension or termination. Appeal of any other form of discipline shall be limited to the procedure outlined below.

Level 2 For those incidents which are considered to be for the improvement of performance, the supervisor(s) shall follow these outlined steps:

a) Oral discussion of the problem with the employee.

b) Written instructions on steps which the employee should take for improvement.

c) Official report on discipline form which shall be placed in the employee's permanent record file.

d) If needed, implementation of Level 1 and provisions of 3319.081. Before any discipline as defined in 3319.081 may be imposed under Level 1, the Superintendent shall meet with the employee and, if the employee requests, an Association representative. At the meeting the Superintendent shall provide:

1) written or oral notice of the charges against the employee;

2) an explanation of the evidence supporting the charges; and

3) an opportunity for the employee to respond to present his/her side of the story.

ARTICLE 46 – WAIVER OF NEGOTIATIONS

46.01 During the term of this Agreement, the Board and OAPSE shall not be obligated to negotiate any subject or matter, whether or not specifically referred to or covered in the Agreement except as follows:

A. The Board and OAPSE mutually agree to negotiate a subject or matter.

B. OAPSE may exercise any statutory right to request bargaining as to matters not covered by the Agreement if the Board determines to make a unilateral change which affects working conditions.

ARTICLE 47 – SENIORITY

47.01 All employees of the Board shall be placed on a seniority list in their classification of employment, as defined by the Board, based on continuous service. Seniority shall be determined by the actual date of regular employment of the employee, or (the tiebreaker) the date of the application submission.

47.02 Classification Seniority

A. The earliest date of employment of an employee in a particular classification shall establish the seniority ranking for all employees within that classification.

B. An employee working in more than one (1) classification shall be ranked in each classification for which he/she is employed.

47.03 Termination of Employment

A. An Employee who terminates his/her employment with the Board shall forfeit all previous seniority status.

B. When an employee is employed in more than one (1) classification and terminates his/her employment within a particular classification, the employee shall forfeit only his/her seniority status for that classification in which he/she has left.

C. When an employee is rehired after termination of his/her employment with the Board, the later date of employment shall establish his/her seniority rank.

47.04 Leaves of Absence

A. When an employee is on a temporary leave (paid sick leave, paid personal leave, or personal leave without pay, or any other paid leave pursuant to this Agreement) there shall be no effect on seniority status.

B. When an employee applies for, qualifies for, and is granted an extended leave of absence (leaves without compensation pursuant to this Agreement) the employee's seniority status shall be considered to be "frozen" at his/her present ranking at the time of such leave.

Upon returning from leave, the employee's seniority status shall resume; however, there shall be no seniority credited for the duration of the actual leave.

Employees on continuous service with less seniority than an employee on extended leave shall be entitled to advance in seniority ranking. The returning employee shall be placed at the appropriate seniority rank upon his/her return to employment.

47.05 Seniority List

The Board shall post a seniority list at the beginning of each school year. Each employee will have ten days after the posting to question the seniority list validity.

ARTICLE 48 – SUBCONTRACTING/VOLUNTEER WORKERS

48.01 The Board shall not reduce the regularly scheduled hours, layoff, or terminate employees as a direct result of subcontracting or the use of volunteer workers without the appropriate negotiation through said representative organization.

48.02 Prior to carrying through with a decision to subcontract bargaining unit work, the Board will notify the Local #382 of its intent to subcontract, sixty (60) days prior to the intended date for the subcontracting. The Local #382 shall then have the opportunity to present alternatives to the Board. Should such alternative prove to be not feasible alternatives for the Board, the Board will then meet with the Local #382 to negotiate the effect if any of the Board's decision to subcontract such bargaining unit work. Such negotiations will continue for a period of thirty (30) days.

48.03 Should the parties reach an impasse in these negotiations, the parties will contact the Federal Mediation and Conciliation Service and request the services of a mediator to assist the parties in the resolution of the impasse. Mediation will be the exclusive impasse procedure utilized by the parties in the resolution of any impasse which may result during these negotiations, and may extend the period for negotiations by an additional fifteen (15) days.

ARTICLE 49 – MASTER FOLDER (PERSONNEL RECORDS)

49.01 The Board and OAPSE agree that a Master Folder shall be accurately maintained on all non-teaching personnel employed by the Board. The Master Folder shall contain information as may be required by the state or federal government or any information relative to employment with the Board.

49.02 The Master Folder shall be maintained in the central office of the school district under the direction of the Superintendent.

49.03 An employee, upon written request to the Superintendent, may review his/her Master Folder. Such review shall take place within the confines of the central office at a time convenient for the parties involved (the employee and a member of the central office staff and/or the Superintendent).

49.04 An employee shall have the right to request a "true" or "exact" copy of information contained in the folder at the employee's expense for copying cost.

The aforementioned will exclude any such information as per Article 5 (Grievance Procedure: Section 5.50 – Rights of Parties, Subsection F.) which shall be provided at no cost to the employee.

49.05 An employee shall have the right to submit a written rebuttal(s) to any item(s) contained in the folder.

49.06 So long as an item does not document an incident of violence and no discipline occurs for a period of five (5) years, disciplinary documents may be removed upon written request by an employee. The Superintendent shall keep a separate file for public records purposes. At no time shall any discipline that has been removed and placed in the Superintendent's file be used for any discipline against an employee.

49.07 The Master Folder shall be maintained and shall be subject to all guidelines and procedures as provided for in the Ohio Revised Code and federal regulations or law. Further information in reference to this article can be found in the Policies and Regulations manual of the Columbia Local Schools.

ARTICLE 50 – CONTRACT YEAR

50.01 Twelve month employee contracts shall be for 260 days. When a contract year has 261 or more work days, the Superintendent and the OAPSE President will mutually determine on which day(s) the District will close to comply with the 260 day contract requirement. This determination will be made prior to the Board's adoption of the annual school year calendar.

ARTICLE 51 – HEALTH AND SAFETY COMMITTEE

51.01 A six member committee shall meet with the Superintendent in January and June of each school year to review and discuss health and safety issues regulated by Ohio OSHA law.

The committee will consist of:

- two supervisors
- one member of the Board of Education
- President, OAPSE Local #382
- two members appointed by the President of OAPSE Local #382

ARTICLE 52 – LABOR/MANAGEMENT COMMITTEE

52.01 The Labor/Management Committee is hereby recognized as a means of dialogue between the representatives of OAPSE and representatives of the Board of Education by which views, problems, and concerns can be expressed regarding the welfare of non-teaching personnel and their employment.

52.02 It is a forum where issues other than those negotiated can be aired and, if possible, resolved.

52.03 It is not a means to reopen formal negotiations or a formal grievance procedure.

52.04 Members representing OAPSE on the Labor/Management Committee shall consist of the Local OAPSE President, and no more than two (2) members from any classification, not to exceed five (5) members in total. Personnel representing the Board shall include the Superintendent and will not exceed five (5) in number.

52.05 Meetings shall be held after work hours once a month when called by mutual agreement of the parties to discuss identified issues.

ARTICLE 53 – DURATION

53.01 The Agreement represents the entire understanding between the parties with respect to all matters and supersedes all prior agreements and understandings entered into between the parties.

53.02 This three (3) year Agreement between the parties shall remain in full force and effect from August 1, 2016, to midnight, July 31, 2019.

ARTICLE 54 – INCORPORATION CLAUSE

54.01 Any provision of the current agreement currently in effect which is not altered, modified or changed as a direct result of these negotiations shall be incorporated into this Agreement and remain in full force and effect for the terms of this Agreement.

In witness thereof, the parties have caused their names to be hereunto subscribed on this 15th day of June, 2016.

The Board of Education of the
Columbia Local School District

By: _____
President

Ohio Association of Public School
Employees, Local #382

By: _____
President

EXHIBIT A

SICK LEAVE OPTION

Employee's Name: _____

Date of Injury: _____

The purpose of this document is to notify any eligible employee who sustains a compensable workers' compensation injury of their right to elect to use accrued sick leave or the option of applying for Bureau of Workers' Compensation disability (temporary total compensation) benefits.

Sick leave can be used when there is an industrial injury.

The injured worker can, however, notify the employer of an election to stop using sick leave at a future date. The worker then files a request to the *BWC* for temporary total compensation accompanied by a statement from the employer as to the last day sick leave is paid.

_____ School District

_____
Signature

_____
Title

Option 1	Option 2
I acknowledge the above and elect to receive accrued sick leave in lieu of compensation from the BWC. I also understand compensation can be elected for a period subsequent to sick leave benefits but may not overlap.	I acknowledge the above and elect to receive temporary total compensation from the Bureau of Workers' Compensation for which I may be eligible.

*******Sign Only One*******

_____	_____
Employee's Signature	Employee's Signature
_____	_____
Date	Date

EXHIBIT B

AFFIDAVIT SUPPORTING ABSENTEEISM

COLUMBIA LOCAL SCHOOLS – CLASSIFIED EMPLOYEE AFFIDAVIT SUPPORTING ABSENTEEISM

COMPLETE ONE FORM PER PAY PERIOD

NAME _____ BUILDING _____ ASSIGNMENT _____
(PRINTED)

DATES(S) OF ABSENCE	REASON FOR ABSENCE	# OF HOURS ABSENT (example – 2 hours)	TIME FRAME ABSENT (example – 8:00 a.m.-10:00 a.m.)

THIS FORM MUST BE COMPLETED AND SUBMITTED TO YOUR IMMEDIATE SUPERVISOR WITHIN THREE (3) DAYS OF THE ABSENCE

I do hereby swear or affirm that I was absent during the above specified times because of the reasons(s) I have indicated.

_____ _____
SIGNATURE DATE

EXHIBIT C

Library Aide	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.98	14.16	14.30
1	14.55	14.73	14.88
2	15.09	15.27	15.43
3	15.57	15.77	15.92
4	16.36	16.57	16.73
5	16.70	16.90	17.07
6	17.31	17.53	17.71
7	17.72	17.94	18.12
10	18.13	18.36	18.54
15	18.55	18.78	18.97
20	18.87	19.11	19.30
SUB RATE	11.61	11.61	11.61

Educational Aide/Attendant	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.20	13.37	13.50
1	13.72	13.89	14.03
2	14.25	14.42	14.57
3	14.89	15.08	15.23
4	15.47	15.66	15.82
5	16.05	16.25	16.41
6	16.61	16.81	16.98
7	17.04	17.25	17.43
10	17.40	17.62	17.80
15	17.80	18.02	18.20
20	18.20	18.43	18.62
SUB RATE	10.98	10.98	10.98

Cook/ Cashier	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	12.40	12.56	12.68
1	12.87	13.03	13.16
2	13.21	13.38	13.51
3	13.62	13.79	13.93
4	14.04	14.22	14.36
5	14.56	14.74	14.89
6	15.15	15.34	15.49
7	15.56	15.76	15.91
10	15.96	16.16	16.32
15	16.30	16.51	16.67
20	16.79	17.00	17.17
SUB RATE	10.21	10.21	10.21

Head Cook	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.62	13.79	13.93
1	14.14	14.32	14.46
2	14.65	14.83	14.98
3	15.15	15.34	15.49
4	15.71	15.91	16.07
5	16.36	16.57	16.73
6	17.08	17.29	17.47
7	17.50	17.71	17.89
10	17.94	18.17	18.35
15	18.30	18.52	18.71
20	18.71	18.94	19.13
SUB RATE	11.20	11.20	11.20

Lunch Monitor	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	12.40	12.56	12.68
1	12.87	13.03	13.16
2	13.21	13.38	13.51
3	13.62	13.79	13.93
4	14.04	14.22	14.36
5	14.56	14.74	14.89
6	15.15	15.34	15.49
7	15.56	15.76	15.91
10	15.96	16.16	16.32
15	16.30	16.51	16.67
20	16.79	17.00	17.17
SUB RATE	10.21	10.21	10.21

Principal's Secretary	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.89	14.07	14.21
1	14.39	14.57	14.71
2	14.80	14.99	15.14
3	15.29	15.48	15.63
4	15.78	15.98	16.14
5	16.31	16.52	16.68
6	16.88	17.09	17.26
7	17.27	17.49	17.66
10	17.67	17.89	18.07
15	18.11	18.34	18.52
20	18.46	18.69	18.88
SUB RATE	11.50	11.50	11.50

EXHIBIT C

Office Secretary	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.38	13.54	13.68
1	13.73	13.90	14.04
2	14.16	14.34	14.49
3	14.56	14.74	14.89
4	15.05	15.23	15.39
5	15.56	15.76	15.91
6	16.12	16.32	16.48
7	16.51	16.72	16.89
10	16.98	17.19	17.36
15	17.42	17.63	17.81
20	17.86	18.08	18.26
SUB RATE	10.99	10.99	10.99

Mail Courier	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.38	13.54	13.68
1	13.73	13.90	14.04
2	14.16	14.34	14.49
3	14.56	14.74	14.89
4	15.05	15.23	15.39
5	15.56	15.76	15.91
6	16.12	16.32	16.48
7	16.51	16.72	16.89
10	16.98	17.19	17.36
15	17.42	17.63	17.81
20	17.85	18.07	18.25
SUB RATE	10.99	10.99	10.99

Mechanic	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	18.18	18.41	18.60
1	18.59	18.82	19.01
2	19.00	19.24	19.43
3	19.36	19.60	19.80
4	19.87	20.11	20.31
5	20.36	20.62	20.82
6	20.90	21.16	21.37
7	21.33	21.60	21.82
10	21.72	21.99	22.21
15	22.16	22.44	22.67
20	22.56	22.84	23.07
SUB RATE	14.95	14.95	14.95

Bus Driver	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	16.93	17.14	17.31
1	17.38	17.60	17.78
2	17.65	17.87	18.05
3	18.07	18.30	18.48
4	18.55	18.78	18.97
5	19.10	19.33	19.53
6	19.66	19.91	20.11
7	20.03	20.28	20.48
10	20.39	20.65	20.85
15	20.78	21.04	21.25
20	21.18	21.45	21.66
SUB RATE	15.00	15.00	15.00

Custodian	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	15.58	15.78	15.93
1	16.02	16.22	16.38
2	16.38	16.59	16.75
3	16.79	17.00	17.17
4	17.19	17.41	17.58
5	17.76	17.98	18.16
6	18.37	18.60	18.78
7	18.72	18.96	19.14
10	19.17	19.41	19.60
15	19.61	19.86	20.06
20	20.03	20.28	20.48
SUB RATE	12.83	12.83	12.83

Assistant Custodian	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	13.15	13.32	13.45
1	13.58	13.75	13.88
2	13.94	14.12	14.26
3	14.33	14.51	14.65
4	14.72	14.91	15.05
5	15.29	15.48	15.63
6	15.88	16.07	16.24
7	16.23	16.43	16.60
10	16.66	16.86	17.03
15	17.10	17.31	17.49
20	17.51	17.72	17.90
SUB RATE	10.50	10.50	10.50

EXHIBIT C

Cleaner	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	11.77	11.91	12.03
1	12.19	12.34	12.47
2	12.54	12.70	12.83
3	12.94	13.10	13.23
4	13.33	13.50	13.64
5	13.79	13.96	14.10
6	14.38	14.56	14.70
7	14.73	14.92	15.07
10	15.17	15.36	15.51
15	15.60	15.80	15.96
20	16.02	16.22	16.38
SUB RATE	9.50	9.50	9.50

Maintenance Assistant	16/17 (1.25%)	17/18 (1.25%)	18/19 (1.0%)
Year	Per Hour	Per Hour	Per Hour
0	16.36	16.57	16.73
1	16.77	16.98	17.15
2	17.12	17.34	17.51
3	17.53	17.75	17.92
4	17.90	18.12	18.31
5	18.46	18.69	18.88
6	19.05	19.28	19.48
7	19.38	19.62	19.82
10	19.82	20.07	20.27
15	20.26	20.51	20.72
20	20.66	20.91	21.12
SUB RATE	13.56	13.56	13.56

EXHIBIT D

Columbia Local School District
Tool/Equipment Report Form

This report indicates that:

_____ 1. A tool/equipment is missing.

Description of tool/equipment: _____

_____

When tool/equipment was purchased: _____

_____

Was tool/equipment loaned out to employee in another department?

_____ Unknown _____ Yes

If yes, please explain: _____

_____

Request replacement of tool/equipment: _____ Yes _____ No

_____ 2. A tool/equipment needs repair.

Description of damage and repair needed: _____

_____

_____ _____
Employee Date

COLUMBIA LOCAL SCHOOLS
NON-TEACHING EMPLOYEE CONTRACT

This agreement made and entered into this ____ day of _____ **200_**, by and between the Board of Education of Columbia Local School District, Lorain County, Ohio, party of the first part, hereinafter designated as employer and _____ of _____, party of the second part, hereinafter designed as employee, witnesseth:

that the employee in consideration of the promises and the agreement of the employer, herein promises and agrees to enter into the employment of the employer for a period of _____ year(s) beginning **August 1, ____**, and ending **July 31, ____**, for the school year(s) _____. The employee shall serve as _____ and agrees to perform such duties as may be assigned to him/her in accordance with board policy, rules and regulations.

Salary Step _____ Years Experience _____

Salary (payable in _____ installments according to the payroll schedule)

Hourly $_____
Annually $_____

Based on: Monday thru Friday (_____) School Hours
(_____) Summer Hours

____ Hours per day
____ Days per Year (including holidays)
____ Paid Lunch Period
____ Weeks Paid Vacation

____ School Days
____ Inservice Days
____ Conference Days
____ Extended Days

Retirement pickup provisions apply as per the negotiated agreement.

It is mutually agreed by employer and employee that this agreement may be terminated by a majority vote of the employing board of education if employee violates any regulation duly adopted and set forth by such board; and that employee may at his/her option terminate this contract thirty days subsequent to his/her filing a written notice of such termination with the Treasurer of the employing board of education.

Paid holidays:
_____ Labor Day
_____ Thanksgiving Day
_____ Day after Thanksgiving
_____ Christmas Eve (12 month employees only)
_____ Christmas Day
_____ New Years Day
_____ Martin Luther King, Jr. Day
_____ President's Day
_____ Good Friday (12 month employees only)
_____ Memorial Day
_____ Independence Day (12 month employees only)

COLUMBIA BOARD OF EDUCATION
Columbia Local School District
Lorain County, Ohio

By: _____
President

By: _____
Treasurer

_____
Employee

The deadline for accepting or rejecting your contract is **within ten days.** Your signature on the appropriate line will denote acceptance. If not accepting contract, return same unsigned.

COLUMBIA LOCAL SCHOOLS

SALARY NOTICE – NON-TEACHING SCHOOL EMPLOYEE

TO: _____ Date: _____

_____

_____

Position _____

Salary Step _____ Years of Experience _____

Based on: Monday thru Friday (_____) School Hours

(_____) Summer Hours

____ Hours per day

____ Days per Year (including holidays)

____ Paid Lunch Period

____ Weeks Paid Vacation

____ School Days

____ Inservice Days

____ Conference Days

____ Extended Days

Please be advised that as a non-teaching school employee of the Columbia Local School District for the _____ school year, your salary shall be $_____ (hourly) or $_____ annually). Said compensation shall be paid in _____ installments according to the payroll schedule. Retirement pickup provisions apply as per the negotiated agreement.

Paid holidays:

_____ Labor Day

_____ Thanksgiving Day

_____ Day after Thanksgiving

_____ Christmas Eve (12 month employees only)

_____ Christmas Day

_____ New Years Day

_____ Martin Luther King, Jr. Day

_____ President's Day

_____ Good Friday (12 month employees only)

_____ Memorial Day

_____ Independence Day (12 month employees only)

COLUMBIA BOARD OF EDUCATION

Columbia Local School District

Lorain County, Ohio

By: _____

President

By: _____

Treasurer

_____

Employee