



10/07/2021
1380-02
21-MED-04-0708
40809

COLLECTIVE BARGAINING AGREEMENT
OBERLIN CITY SCHOOLS BOARD OF EDUCATION
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES – LOCAL 214

EFFECTIVE JULY 1, 2021
Through
June 30, 2024

TABLE OF CONTENTS

PAGE	ii
ARTICLE 1 – RECOGNITION OF UNION	1
ARTICLE 2 – NEGOTIATION PROCEDURES	1
ARTICLE 3 – EMPLOYEE RIGHTS.....	2
3.01 MASTER FILE	2
3.02 EVALUATION	4
3.03 STAFF MEETINGS	4
3.04 POLITICAL RIGHTS	4
3.05 UNION RIGHTS	5
3.06 DISTRIBUTION OF CONTRACT	6
3.07 NO DISCRIMINATION	6
3.08 JOB DESCRIPTIONS	7
3.09 SAFETY AND SECURITY	7
3.10 FAIR DISCIPLINE	7
3.11 SAFE AND HEALTHY SCHOOLS	7
3.12 DISTRICT SITE MEMBERSHIP	8
ARTICLE 4 – SALARY SCHEDULE AND LONGEVITY	8
4.01 SALARY SCHEDULE	8
ARTICLE 5 – HOURS AND OVERTIME.....	9
5.01 HOURS	9
5.02 INCREASE IN HOURS	9
5.03 LUNCH PERIODS	9
5.04 BREAKS	9
5.05 OVERTIME RATE	9
5.06 COMPENSATORY TIME OFF	9
5.07 OVERTIME & EXTRA TIME DISTRIBUTION	10
5.08 MINIMUM CALL-IN-TIME	10
5.09 RIGHT OF REFUSAL	11
ARTICLE 6 – EMPLOYEE EXPENSES AND MATERIALS	11
6.01 TOOLS/EQUIPMENT.....	11
6.02 TRAVEL ALLOWANCE.....	11
6.03 PHYSICAL EXAMINATIONS	11
6.04 EMPLOYEE'S PERSONAL PROPERTY	11
6.05 EMPLOYEE LICENSES.....	11
6.06 UNIFORMS/WORK BOOT ALLOWANCE	12
ARTICLE 7 – BENEFITS	12
7.01 HOLIDAYS.....	12
7.02 VACATION PLAN	13

TABLE OF CONTENTS

(continued)

	Page
7.03 LEAVES	15
7.04 CALAMITY DAY PROCEDURES	21
7.05 HEALTH AND LIFE INSURANCE	21
7.06 WAIVER OF INSURANCE COVERAGE	24
7.07 SEVERANCE PAY	24
7.08 LIABILITY INSURANCE	25
7.09 STUDENT TUITION	25
7.10 PAY DIFFERENTIALS AND SPECIAL RATES	25
7.11 SERS CONTRIBUTIONS	26
7.12 ATTENDANCE BONUS	27
ARTICLE 8 – VACANCIES, PROMOTIONS	27
8.01 NOTICE OF VACANCIES	27
8.02 ADVERTISING OF VACANCIES	27
8.03 APPLYING FOR VACANCIES	27
8.04 VACANCY LISTING	27
8.05 VACANCIES AND PROMOTIONS	28
8.06 PROBATIONARY PERIOD	29
8.07 CLASSIFICATIONS	29
ARTICLE 9 – REDUCTION IN FORCE	30
9.02 SENIORITY ROSTER	31
9.03 CONTRACT WORK	32
ARTICLE 10 – GRIEVANCE PROCEDURE	32
10.01 INITIAL NOTIFICATION	32
10.02 DEFINITIONS	32
10.03 GRIEVANCE PROCEDURE	32
10.04 LIMITATIONS.....	38
ARTICLE 11 – WORKING CONDITIONS/GENERAL	38
11.01 BUS DRIVERS AND TRIPS	38
11.02 SCHOOL BOARD AGENDA	39
11.03 PAYROLL DUES/DEDUCTIONS	40
11.04 DIRECT DEPOSIT	42
11.05 TEMPORARY CHANGE IN CLASSIFICATION	42
11.06 NO STRIKE OR SLOW DOWN.....	42
11.07 AGREEMENT SUPERSEDES CIVIL SERVICE LAWS	42
11.08 DURATION	43

APPENDIX

(1.A) 2017 Salary Schedule	41
(1.B) 2018 Salary Schedule	43

TABLE OF CONTENTS

(continued)

Page

(1.C) 2019 Salary Schedule	45
(2) Medical Information	47

ARTICLE 1 – RECOGNITION OF UNION

- 1.01 The OCSD Board of Education, hereinafter referred to as the OCSD, recognizes the Ohio Association of Public School Employees through its Local Chapter 214, herein after referred to as the Union, as the sole and exclusive representative for all classified employees, now employed or to be employed, by the Board for the purpose of negotiations on matters of wages, fringes, and condition of employment.

The bargaining unit shall consist of all full-time and regular part-time classified employees. Administrators, supervisors, central office clerical staff responsible directly to the Superintendent and Treasurer shall be excluded from the bargaining unit.

Recognition of the Union shall remain in effect for the duration of this agreement.

Any election to determine a bargaining representative shall be administered by the State Employment Relations Board (SERB) as per the provisions of the Ohio Revised Code 4117.07(A) and (B). The cost of such competitive election shall be borne entirely by the challenger.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.01 Notices to negotiate shall be made to the other party in the month of February of the year of expiration of the contract. A mutually accepted meeting date shall be set not more than fifteen (15) workdays following receipt of such request.
- 2.02 All meetings shall be mutually scheduled. Each team is responsible for its minutes or notes.
- 2.03 The negotiation teams shall be composed of five (5) team members each plus one OAPSE representative and one Board representative. Consultants shall be allowed on a case by case basis and only by mutual agreement.
- 2.04 The procedure for the exchange of proposals will be mutually agreed upon by the OCSD Board of Education and the Union.
- 2.05 Either team may recess for caucuses, not to exceed thirty (30) minutes, at any time.
- 2.06 During the course of negotiations, items agreed to shall be reduced to writing and initialed by a representative of each team. Such initialing shall be tentative only.
- 2.07 When a deadlock is reached, after both parties have negotiated a matter for a reasonable period of time, in good faith, either party may declare an impasse.

- 2.08 If in the event either or both parties declare impasse, both parties agree to mutually request assistance from the office of Federal Mediation and Conciliation Services. Once having been assigned a mediator, negotiations shall continue under the direction of such mediator until such time as tentative agreement is reached or until the mediator is excused by mutual agreement of both parties.

The mediator shall have no power to force agreement, modify proposals or otherwise alter the normal bargaining relationship between the parties.

It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure, which supersedes the procedures contained in ORC Section 4117.14.

- 2.09 Periodic progress reports may be presented to the membership of the Union and OCSD Board of Education by their respective teams. No news release or public information shall be made except by mutual agreement of both parties.
- 2.10 Any changes in this negotiation agreement shall be considered through the established negotiation procedures set forth in this instrument.
- 2.11 All negotiations shall be conducted in good faith by the OCSD Board of Education and the Union.
- 2.12 When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form it shall be submitted to the Union and the OCSD Board of Education for ratification and adoption. When adopted by the OCSD Board of Education and Union, the Agreement shall become part of the official OCSD Board of Education minutes and binding on both parties. Said agreement shall be signed by the OCSD Board's representative and by the Union's President. Please see item 3.06 for contract distribution provisions.
- 2.13 Negotiations shall take place during normal business hours, with substitutes filling in for the negotiating team members for the first three (3) eight-hour days/periods of negotiations. Dates for negotiations after this time period will be mutually agreed upon by both the OCSD Board of Education team and the Union team.

ARTICLE 3 – EMPLOYEE RIGHTS

3.01 MASTER FILE

- (a) Personnel files of classified personnel shall be maintained in accordance with Ohio Revised Code Chapter 1347.
- (b) The OCSD Board of Education shall maintain a master file, which shall be the only official file on all classified personnel. Any employment items that

are not subject to the public records law shall be maintained in a separate file. These files shall be maintained by the Superintendent's Office.

- (c) Any items placed in the master file, except those of a confidential nature as listed above, shall be shown to the employee prior to their filing. The employee will have the opportunity to sign the item to be placed in the file to indicate that he/she has seen the document. However, such signing does not indicate the employee's concurrence with the contents of the document, nor shall the employee's refusal to sign the document prevent its placement in the master file. If the employee refuses to sign documents that are going to be placed in his/her file, it shall be noted on the document, along with the date the item was placed in the file. A copy will be given to the employee at the time of the refusal.
- (d) At any time, any employee may request a review of his/her master file. The review shall occur within a reasonable length of time, not to exceed two (2) work days. The employee shall be supplied, at the OCSD Board of Education cost, first copies of any information in such file, which he/she may request; second copies of the same information will be paid for by the employee making the request.
- (e) Any employee shall have the right to place a written rebuttal to any item or items in his/her master file; such rebuttal shall be appended to the disputed information.
- (f) As allowed by law, a member's personnel file may be accessed. The member shall be advised as soon as is reasonably practicable.
- (g) If any employee disputes the accuracy, relevance, timeliness or completeness of information contained in his/her file, he/she may request the Superintendent to investigate the current status of the information once in any calendar year. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information. The Superintendent shall delete any information that he/she finds to be inaccurate.
- (h) The OCSD Board of Education shall include any rebuttal included in the file by an employee in any subsequent transfer, report, or dissemination of the disputed information.
- (i) Disciplinary records may be expunged from the Master File after two (2) years upon written request to the Superintendent. The requested material may be expunged upon agreement between the Superintendent and a Union designee.
- (j) Complaints Against Members of the Bargaining Unit

If a parent or other member of the community makes an oral or written complaint about a classified employee, no record of such complaint may be placed in the employee's file unless the Superintendent or building principal has first notified the employee of the complaint. The employee may request a meeting with the Superintendent or Principal to discuss the complaint. The employee may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous complaints will be disregarded.

3.02 EVALUATION

- (a) Each employee shall be evaluated annually and given a signed and dated copy of the evaluation. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with procedures pertaining to Master File.
- (b) Employees who travel between buildings shall be evaluated by the building supervisor where they perform the majority of their work assignments. Each employee's department supervisor may also provide input for their evaluation.

3.03 STAFF MEETINGS

Classified employees are encouraged to attend up to four (4) in-service or orientation meetings annually on a voluntary basis - each meeting not to exceed ninety (90) minutes which may be scheduled outside normal working hours. Classified employees required to attend any additional meetings outside normal working hours shall be compensated for the required time at the employee's regular rate of pay, or be given compensatory time off.

3.04 POLITICAL RIGHTS

- (a) No rule or decision shall be made interfering with the free exercise of political rights of classified employees.
- (b) A classified employee may seek or become involved in legal political activities providing such activity does not disrupt the educational process or interfere with job responsibilities.
- (b) Upon election or appointment to public office of federal, state, county, or local level, the OCSD Board of Education shall grant a leave of absence

upon written request of the employee. Such leave shall be granted within thirty (30) days from the date of the request and shall be for the balance of the school year in which the request is submitted.

- (c) No restrictions may be imposed on the right to declare personal beliefs, opinions or attitudes publicly, provided such declarations do not interfere with the educational process or job responsibilities.

3.05 UNION RIGHTS

- (a) The Union shall have the right to use institutional equipment and facilities and buildings at reasonable times and at reasonable costs, through regular district procedures. The OCSD Board of Education offices, other administrative offices, and equipment, which may contain confidential information, are excluded from this article.
- (b) The Union President shall upon request be provided copies of any budget, publicly disclosed materials, and Board meeting agendas. The Union President shall be notified in advance of all OCSD Board of Education meetings.
- (c) The Union shall be given use of mailboxes and the school mail system for transmission of official Union matters, and a bulletin board in each building for the posting of Union information.
- (d) The local Union president, or his/her designee, and one other Union member chosen as a delegate shall be granted up to three (3) workdays of professional leave to attend OAPSE's annual conference. This leave shall be at no expense to the OCSD Board of Education or designee except that the employee shall receive no loss of pay and the OCSD Board of Education will provide the substitute should the OCSD Board of Education deem a substitute necessary. Persons selected to attend the annual conference shall apply for professional leave using the district's professional leave procedures.
- (e) All employees shall be able to attend evening union meetings. Evening employees will be allowed to make up missed work time by extending their work time during the week of the meeting, and in consultation with the head custodian and principal.
- (f) A list of names, addresses, and phone numbers of newly hired classified staff shall be provided to the OAPSE president within one (1) month of the staff member's hiring.
- (f) Up to two representatives of the Board and up to two representatives of the union shall meet once per month to discuss concerns that may arise from this Agreement. The meeting may be waived by mutual agreement.

- (g) The OAPSE President /designee has the right to meet with any newly hired employee (hired after the in-service day referenced in paragraph i below) outside of the work day for a period of up to thirty (30) minutes in order to communicate union information via an orientation meeting. The time, up to thirty (30) minutes, will be paid time.
- (h) The union shall be permitted to meet during regular work hours for a up to thirty (30) minutes with all OAPSE members during the in-service day held at the beginning of the school year (prior to students attending school) to communicate with them regarding Union business/benefits, and/or sign membership applications, and/or to distribute copies of the agreement. This will be scheduled during the Employees' regularly scheduled work hours and will not result in additional pay beyond those regularly scheduled hours.
- (i) The OAPSE President may meet with a member during work hours to address union business with the permission of the respective employee's supervisor(s) (of both the OAPSE President and the member) and/or the Superintendent.
- (j) The President of the Union (or, if release time for the president will interfere with operation of the school, the president's designee), will be granted release time without loss of pay for grievance hearings and meetings between supervisors or administrators and bargaining unit members that occur during the president's work day, where formal disciplinary action is contemplated by the supervisor or administrator.

3.06 DISTRIBUTION OF CONTRACT

Within thirty (30) days after the execution of this contract, the Union will have access to a printer and supplies to be able to make copies of this contract for the bargaining unit members. The OCSD BOE will also post this agreement and any subsequent changes during the life of this contract to the OCSD web site for all employees to access.

3.07 NO DISCRIMINATION

- (a) The OCSD Board shall be an equal opportunity employer. Neither the OCSD Board nor the Union shall discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category.
- (b) The OCSD Board of Education and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not engage in Union activity.

3.08 JOB DESCRIPTIONS

The assigned duties of bargaining unit members shall be limited to the duties clearly defined and described within their job description. The Union and Superintendent or designee shall agree upon any job descriptions or changes to job descriptions before they go into effect. On an as needed basis, the Superintendent or Designee along with the OAPSE president and a representative from the classification for which the job description requires amended, will work together to modify, correct or create job descriptions. Such time shall be paid at each of the employees' current rate of pay.

3.09 SAFETY AND SECURITY

OAPSE Chapter #214 recognizes the responsibility of each member to participate in the evacuation of and assistance to citizens of the School District in the event of natural disaster or a safety related event. Employees will carry out their responsibilities as determined by their school/building safety plans. Employees will enter an area known to pose a chemical, nuclear or biohazardous threat on a voluntary basis.

3.10 FAIR DISCIPLINE

(a) Fair Discipline Definition

Discipline shall only be imposed for just cause. Discipline is defined as a verbal or written warning and suspension and/or termination of paid employment. All protection afforded by law and the term of this agreement shall be afforded the employee in the administration of discipline. The employee may request that a Union representative be present at each level of the disciplinary process.

(b) Fair Discipline Procedure

Discipline shall be administered in a progressive manner. The member may be verbally warned on the first occurrence. The member may be provided a written warning in the second and all subsequent occurrences. The member may be suspended up to 1 day on the third occurrence. The member may be suspended up to 3 days on the fourth occurrence. The member may be suspended or terminated following a fifth occurrence. The fifth occurrence could result in termination. Nothing in this language prohibits the OCSD Board of Education from determining that a more serious consequence is needed at any level if the action of the employee warrants such.

3.11 SAFE AND HEALTHY SCHOOLS

Every building and all school grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether

or not school is in session or students are in attendance. The OCSD Board of Education will contribute 50% of the cost, up to a maximum of \$200 for member attendance at smoking cessation programs. The OCSD Board of Education and Association will cooperate in attempting to arrange for provision of such programs within the District. Enforcement will be nondiscriminatory as to all groups in the school community.

3.12 DISTRICT SITE MEMBERSHIP

Union Leadership will determine DSC membership (two members) and inform Superintendent by August 15 of each year.

ARTICLE 4 – SALARY SCHEDULE AND LONGEVITY

4.01 SALARY SCHEDULE

- (a) The salary schedules for 2021-2022, 2022-2023, and 2023-24 contract years are attached as Appendix 1, reflecting a 2.75% increase in base salary for the 2021-22 contract year; a 2.5% increase in base salary for the 2022-23 contract year; and a 2.25% increase in base salary for the 2023-24 contract year. Bargaining unit members will move one step on the salary schedule grid for each year of the contract.

- (b) Longevity Pay

Employees shall receive a lump sum payment according to the following schedule:

11 to 15 years	\$500
16 to 20 years	\$650
21 to 25 years	\$800
26+ years	\$1000

- (c) Attendance Incentive

A bargaining unit member who does not utilize any leave during the contract year that applies to 9-month employees shall receive a perfect attendance bonus of:

\$1,000 for staff contracted to work 6 or more hours per day
\$750 for staff contracted to work 4-6 hours per day
\$450 for staff contracted to work less than four hours per day

Workers' compensation leave shall not count against an employee's attendance incentive. Attendance incentives shall be prorated for employees hired after the start of the 9-month employee year.

ARTICLE 5 – HOURS AND OVERTIME

5.01 HOURS

The work week shall be Sunday through Saturday. The length of the work week not to exceed five consecutive days shall be designated by the OCSD Board of Education for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. An employee's daily hourly rate of pay and assigned hours shall be stipulated with the annual notification of salary.

5.02 INCREASE IN HOURS

When additional time of more than 30 minutes is assigned to any position the assignment shall be offered to the employee in the appropriate class with the greatest seniority, under bid procedure. When special qualifications are required for the additional hours, those qualifications will be mutually agreed upon between Superintendent and the OAPSE president. Such qualifications will supersede seniority, which will then be the next consideration. Where it is economically feasible and mutually agreed upon by the most senior employee and the superintendent (or designee), the OCSD Board of Education may offer training for the most senior employee to achieve the necessary qualifications. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification in descending order of seniority.

5.03 LUNCH PERIODS

All employees working more than 4-1/2 hours shall be entitled to an unpaid thirtyminute lunch period except in an emergency situation. An employee having to work the lunch period will receive compensatory time off.

5.04 BREAKS

All employees shall be granted a fifteen minute rest period for each four hours worked without loss of pay. Employees with multiple positions totaling four or more hours and with less than a 30-minute gap between positions will be entitled to a fifteen minute break without loss of pay.

5.05 OVERTIME RATE

Except as otherwise provided herein, overtime hours as defined in this section shall be at the rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined as any hours in excess of 40 hours per work week.

5.06 COMPENSATORY TIME OFF

Compensatory time may be taken in lieu of overtime pay so long as it is mutually agreed upon by the employee and supervisor prior to the employee taking the

assignment. The employee must complete an overtime/compensatory time request form and receive supervisor approval prior to performing extra hours or overtime. Compensatory time off shall be at the same rate defined in Item 5 above. Required compensatory time off should not happen on a regular basis unless mutually agreed to by an employee and supervisor. Employees requesting use of compensatory time should give advance notice and the request must be approved by the supervisor.

5.07 OVERTIME & EXTRA TIME DISTRIBUTION

(a) Overtime Distribution Defined

Overtime and extra time shall be distributed to employees within each classification and building or work area by order of rotation. If the employee elects to pass the assignment, such assignment shall be offered to employees in descending order of rotation until the assignment is made.

(b) Overtime and extra time Rotation Procedure

Overtime shall be distributed to employees, by seniority, within each classification according to the following:

1. classification within the building

2. classification within the district

3. according to the discretion of the administrator

(c) Substitution requests made 2 or more days in advance will be filled with existing building employees within the same classification (by seniority within the classification of that particular school), then from outside classification (by system seniority) within the same building. Should the request be made less than 2 days in advance, spot substitution will be made at the discretion of the board's designee.

(d) An employee filling the role of an absent bargaining unit member will be paid their own regular rate of pay.

5.08 MINIMUM CALL-IN-TIME

An employee called in to work extra hours or overtime hours except as an extension of the regular work schedule, shall receive a minimum of two (2) hours pay or compensatory time as defined in Items 5 and 6 above. However, an employee with remote access to district controls, and is requested to access this system outside the normal work day will be compensated a minimum of 15 minutes. The employee's supervisor must approve any time worked in excess of two (2) hours.

5.09 RIGHT OF REFUSAL

When an employee is requested to work extra hours, overtime, call back, on call, or call-in time is not available, the supervisor shall pass the assignment to another employee in the same classification, building or work area in descending order of rotation. The last employee on rotation must accept the assignment unless they have a valid reason to pass. The administration may use other measures to fill the assignment when the rotation has been exhausted.

ARTICLE 6 – EMPLOYEE EXPENSES AND MATERIALS

6.01 TOOLS/EQUIPMENT

The OCSD Board of Education is responsible for providing tools, equipment, and supplies that it requires on any job. The use of personal employee-owned tools, equipment and supplies is not authorized. OCSD Board of Education owned tools, equipment or supplies assigned to and held by the employee are subject to return to the OCSD Board of Education on demand. The failure to return said items will result in payroll deduction for the depreciated, actual cash value of each item.

6.02 TRAVEL ALLOWANCE

Any employee required to travel from one building to another during the business day, or use his own vehicle to serve the district shall be reimbursed at the then current rate authorized by the Internal Revenue Service for the most direct route of such travel. The OCSD Board of Education agrees to provide primary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles for official OCSD district business.

6.03 PHYSICAL EXAMINATIONS

The OCSD Board of Education agrees to provide the full cost of medical examinations required as a condition of continued employment.

6.04 EMPLOYEE'S PERSONAL PROPERTY

Supervisors shall assist employees with location of a safe place for employee's personal effects upon employee's request.

6.05 EMPLOYEE LICENSES

The Board shall pay, through a reimbursement check, for the renewal of paraprofessional licenses, Commercial Driver's Licenses, maintenance and monitor license fees, and ServeSafe license fees. Initial fees shall not be covered. The Board will also pay for the five (5) year renewal of required background checks/fingerprinting.

6.06 UNIFORMS/WORK BOOT ALLOWANCE

Our OAPSE employees are important and valued role models for our students and serve as the face of the District to our community. As such, it is important that all members represent the district in a professional manner, including wearing appropriate, clean and well-kept clothing and footwear.

In the event the Board of Education provides uniforms for employees, the employees will be expected to wear and properly maintain the uniforms. The Administration and Union, by joint committee, shall select the uniform(s) appropriate for the classification, recognizing not all classifications will require a uniform.

Maintenance, Head Custodians, and any other bargaining union member, as determined in the sole discretion of the administration, will receive a work boot allowance of \$50.00 per school year, to be paid upon submitting proper proof of purchase.

ARTICLE 7 – BENEFITS

7.01 HOLIDAYS

- (a) The OCSD Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays:

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

- (b) Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by state legislation under ORC shall be a paid holiday for all employees in the bargaining unit.

- (c) Holiday on Saturday or Sunday

When a holiday falls on a Saturday, the preceding work day that is not a holiday shall be deemed to be that holiday. Except as provided in Section 2, below, when a holiday falls on a Sunday, the following work day that is not a holiday shall be deemed to be that holiday.

When December 25 falls on Sunday, the holiday shall be recognized on Monday, December 26. When January 1 falls on a Sunday, the holiday shall be recognized on Monday, January 2.

The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

(d) Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.02 VACATION PLAN

(a) Vacation Eligibility

Regularly scheduled 11 and 12 month employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, on employee's anniversary of hire date.

(b) Earned Vacation

1 to 5 years	=	10 days
6 to 10 years	=	15 days
11 plus years	=	15 days + one day for every year of service after 10 years, up to 20 years

(c) Vacation Pay

1. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
2. All employees requesting vacation and granted such may receive accrued vacation payment for his/her entitled days prior to taking the vacation days upon ten (10) days advance request.
3. Any employee hired after January 1, 2000, at the time of their retirement or resignation, will not be compensated for more than 30 unused vacation days.
4. Employees may not conclude a contract year (June 30) with more than two years' accrued vacation. For OAPSE members with more than two years' accrued vacation as of June 30, 2007, those employees' vacation total shall be capped at the number of vacation days accrued as of June 30, 2007, and must not exceed that number as of June 30 in any subsequent year. Employees who are projected to exceed their capped number of vacation days on any June 30 will be required to either take the required days off or have the days purchased by the OCSD Board, as determined in consultation with and ultimately by the Superintendent .

(d) Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

(e) Vacation Postponement

1. If a bargaining unit employee's vacation comes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Superintendent shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.
2. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

(f) Holidays During Vacation Period

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of vacation and pay for each holiday falling within that period.

(g) Vacation Scheduling

All employees will request summer vacation scheduling by May 30 of each year. The following times are excluded from vacation consideration: one week after the close of classes in June, the two week period prior to opening of school in fall (Aug/Sept), and parent conference days.

Employees requesting vacation time during the school year must give 3 work days' notice of that vacation time.

(h) Interruption Of Vacation

An employee in the bargaining unit upon Superintendent approval shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

7.03 LEAVES

(a) Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall give the district any compensation received for serving on jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 3:00 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

(b) Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

(c) Personal Business Leave

Three days personal business leave per year will be available to each employee each year. Personal business leave must be requested on the appropriate form or web portal, three (3) days in advance of the date of the leave. In emergency cases, the immediate supervisor or the Superintendent shall be notified of the need for personal business leave.

Personal business leave days are non-cumulative. Personal business leave may be granted to permit the employee to conduct personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside regular school hours. Personal business leave days may not be taken for any purpose covered by any other form of leave available from the OCSD, including sick leave. Such leave should not be taken to extend vacations or holiday periods included in the school calendar. The Superintendent or designee may authorize personal business leave before or after a holiday or vacation day upon written application by a member of the bargaining unit. The applications must state a reason for the leave.

Additional personal business leave days, paid or unpaid, may be granted at the discretion of the Superintendent.

At the close of the school year, any employee who has taken less than three (3) days of personal business leave during that year will have the remaining days added to her/his sick leave accumulation total.

(d) Assault Leave

Any bargaining unit employee who is absent due to physical disability resulting from an assault which occurs in the course of OCSD employment or while in attendance at a school-sponsored or related activity is eligible for assault leave. Up to ten (10) days of such leave will be provided to the employee upon written request to the Treasurer. The employee must also fill out an accident report form on line as soon as possible after the assault and turn in a copy of the accident report form to the Treasurer. A certificate from a licensed physician must be supplied before assault leave may be approved for payment.

An additional leave will be granted when the attending physician certified that the physical disability resulting from the assault will endure beyond ten (10) days.

Falsification of either a signed statement or a physician's statement is grounds for suspension or termination of employment.

(e) Leave Of Absence

1. Upon a written request the OCSD Board of Education may grant a leave of absence for a period of not more than two (2) years in one semester increments or balance of current year for education, professional, maternity, paternity, or other purposes. The Board shall grant such leaves where illness or other disability is the reason for the leave. Where the leave is requested due to the illness or other disability of the employee or a member of the employee's immediate family, the employee may, at the Superintendent's/designee's sole discretion, return earlier than in semester increments where the return is supported by a doctor's note.
2. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the OCSD as a regular employee within a year after his/her employment as a substitute, he/she shall receive credit for his/her length of service with the OCSD during such replacement period.

(f) Sick Leave

1. Accumulation Of Credit

Regular employees shall be granted accumulative sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of service, which shall mean fifteen (15) days per school year (July 1 through June 30). The maximum sick leave accumulated shall be unlimited.

2. Transfer Of Credit

Any employee who transfers from any other Ohio public service shall be credited with a balance of accumulated sick leave, maximum allowance in F.(1) above, upon presentation by the employee of certification of such accumulated days from the previous employer.

3. Advanced Credit

Five (5) days of sick leave credit shall be advanced to each employee at the time of employment, to be charged against subsequently earned sick leave.

4. Notification

Employees are required to notify the Superintendent, prior to any absence, in accordance with the prescribed procedure for reporting absences.

5. Illness/Death

Employees may be absent from regular duty because of personal illness, or injury. Illness or death of a parent, step-parents, spouse, child (includes step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, uncle, aunt, and grandchild, or another person in the household from whom the employee is a primary caregiver shall be a valid reason for use of sick leave. An employee who has exhausted all leave balances (personal, sick, vacation) shall not take additional leave of any kind. If additional days away from work are required, the employee shall be deemed to have applied for a leave of absence. This does not supersede the rights of each employee under the Family Medical Leave Act.

Verification by physician is required for all sick leaves of five (5) days or more.

(g) Sick Leave Pool

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from bargaining unit members.
2. In the first year of the duration of an OAPSE Master Agreement, during the month of September, each bargaining unit member may donate two (2) days to the Sick Leave Pool by notifying the Association President and District Treasurer via District email. Each new hire into the bargaining unit shall have a period of thirty (30) days from his/her first day of duty to donate.

3. In the event that the balance in the pool reaches four hundred (400) days, donations shall be closed off to all but new hires. In the event that the balance in the pool reaches fifty (50) or fewer days, the pool shall be reopened for donations. Members who have not donated to the current pool shall be given the first opportunity to donate, followed by those who have.
4. Once a bargaining unit member donates sick leave and said sick leave is forwarded to the Board through the Association President, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the bargaining unit member who donated the sick leave and placed into the Sick Leave Pool.
5. A bargaining unit member may use the Sick Leave Pool if he/she has met all the following criteria:
 - i. All of his/her paid leave has been exhausted, as verified by the office of District Treasurer.
 - ii. His/her absence is due to a catastrophic illness or accident, or long-term illness, as certified by a doctor, of the bargaining unit member; or a catastrophic illness or accident of an immediate family member.
 - iii. The bargaining unit member has notified the Association President of his/her request to utilize the Sick Leave Pool.
 - iv. The Executive Committee of the Association will review each application and will make the final decision as to the eligibility of the applicant.
6. A bargaining unit member shall receive no more than fifty (50) days from the pool at one time. If a bargaining unit member uses all of his/her initial allotment, he/she may reapply one (1) more time for Sick Leave Pool days pursuant to the same catastrophe.

(h) Worker's Compensation Leave

In accordance with Ohio Revised Code, injured workers will be subject to drug/alcohol screenings required by Worker's Compensation Bureau if injured on the job. Refusal to participate in the screening can be grounds for denial of Workers Compensation benefits.

1. All employees covered under this Agreement are protected under the State Worker Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative. The employee must complete the online accident reporting form as soon as possible. The employee may file an injury claim with the Bureau of Worker Compensation.
3. The Worker's Compensation leave is to be used in lieu of normal sick leave benefits. When entitlement to Worker's Compensation leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used.

Bargaining unit employees who are injured while in the course and scope of their duties to the OCSD shall not be required to exhaust or use their accumulated sick leave before applying and receiving Worker Compensation benefits.
4. Any time an employee on Worker's Compensation leave is able to return to work, according to the State Bureau of Worker's Compensation, he/she shall be reinstated in his /her position without loss of pay or benefits.

(i) Professional Leaves

Attending and participating in instructional workshops for the purpose of upgrading an employee's job skills shall be encouraged by the Board. A workshop shall consist of a learning experience of less than five (5) days with no college credit intended.

The payment of an employee's salary and expenses incurred by attendance and the salary of substitute shall be carried by the OCSD. Request for approval shall be submitted on a Professional Leave form. The Supervisor in charge will post all information related to work related courses/workshops.

The Board will provide transportation, if transportation is available, to these workshops and assume all necessary costs that may be incurred. For workshops of five (5) days or less the OCSD will also reimburse actual receipted travel expenses.

(j) Reimbursement Plan

With prior approval from the employee's principal/supervisor, she/he may be reimbursed up to 50% per credit hour for accredited college courses and professional development courses (i.e., Microsoft Office classes, HVAC Training, etc.) as approved by the Superintendent or designee that relate to further employment in the school district. Course work may not interfere with assigned working hours unless prior approval by the superintendent or

designee. Proof of expenses and passing credit shall be presented to the OCSD Treasurer prior to reimbursement.

No employee may be reimbursed more than one thousand dollars (\$1,000.00) per fiscal year (July-June). The total OCSD cost for all reimbursements in Section 7.03(h) and 7.03(i) shall not exceed seven thousand dollars (\$7,000) annually.

The employee must complete the school year following the taking of the course for which reimbursement is sought as an employee with the Oberlin City Schools unless the employee leaves by Board-initiated action or by resignation after threatened board-initiated action. Failure to complete the school year following the taking of the course(s) will result in the amount of tuition reimbursement paid being deducted from the employee's final pay.

(k) Resumption Of Service

Upon return from approved leave of absence the employee shall be entitled to reinstatement to the same salary and classification, which he/she held prior to the leave.

(l) The parties recognize the importance of having sufficient staff available to operate schools on scheduled school days. Although the parties agree that it is important to pay respects to friends and colleagues who have passed, they also understand that a large number of staff absences can impede the schools from operating.

Accordingly, on up to one day each school year, a bargaining unit member may use one (1) day of sick leave for the purpose of attending a funeral of a person outside the coverage of the sick leave provisions above in Section 7.03(f), subject to the discretion of the building principal as set forth below. The bargaining unit member may do so by providing notice via the District's electronic system and sending the principal an additional email (with the information to be included in the email enforced uniformly across the district). The bargaining unit member shall notify the building principal at least two days prior to the day of the leave or, if two days' notice is not possible, at the earliest time possible. The superintendent may limit the use of such leave, if the leave would impede the school's ability to operate efficiently.

If a bargaining unit member declines to use this one day of sick leave for attending a funeral in any particular school year, that day shall "roll over" to the following year in the form of one day of sick leave, not in the form of one day of bereavement leave. Thus, each year, a bargaining unit member will have only one day of sick leave to use for attending a funeral for a person outside the coverage of the sick leave provisions above in Section 7.03(f), regardless of whether the bargaining unit member did so in the prior year.

7.04 CALAMITY DAY PROCEDURES

When schools are closed by order of the Superintendent, all personnel will be released in accordance with a schedule prescribed by the OCSD. The release of personnel will consider (a) the safety and welfare of the students, (b) the safety and welfare of all staff and, (c) variations in job responsibilities and building dismissal times.

Employee's normal weekly pay shall not be reduced by the occurrence of a calamity. Upon request of their supervisor, head custodians will be responsible to check their respective building on calamity days. It is expected the head custodian will submit a time sheet for that time and a description of work performed. Any time beyond the two (2) hour minimum must have prior approval of the supervisor. The head custodian will be paid at their regular rate for work performed during the authorized extension, in addition to the calamity pay. Other employees required to work on a calamity day shall be paid at their regular rate for the actual hours worked, in addition to the calamity pay. Any less-than-12month employee who is required to make up calamity days or calamity hours will be paid their regular rate for those make-up days or hours if the teaching staff does not also have to make up those calamity days or calamity hours. Make-up calamity days or calamity hours that are also made up by the teaching staff are considered pre-paid by the calamity day pay.

7.05 HEALTH AND LIFE INSURANCE

- (a) Health insurance shall include hospitalization, surgical, prescription, dental, major medical, and vision coverage. The OCSD Board of Education shall assume 87% of the premium for full-time employees. The remainder will be paid by payroll deduction by each participating member. Part-time employees working 20 or more hours per week may join the group plan(s) by assuming the full cost of group insurance plan(s).

The OCSD shall provide health insurance with a \$150/300 deductibles individual (in-network/out-of-network), \$300/600 deductibles family (in-network/out-of-network) and annual out-of-pocket maximum (coinsurance and deductible) of \$800/\$1,300 individual (in-network/out-of-network), and \$1,600/2,600 family (in-network/out-of-network) and an unlimited lifetime cap.

Prescription drug coverage will be provided as follows:

Effective August 1, 2017, when the drug is approved by the carrier selected by the consortium, the drug program shall provide a \$10 co-pay for generic prescriptions, a \$25 co-pay preferred name brand prescriptions, and a \$40 co-pay for non-preferred name brand prescriptions; a \$10 co-pay for mail order generic, a \$25 co-pay for mail order preferred name brand, and a \$40 for mail order non-preferred. For initial issuance of prescriptions for long-

term drugs (defined as those to be prescribed to be for one year or more), the employee's physician will issue a thirty day prescription to be filled at a local store with concurrent issuance of a prescription for mail order. All prescriptions shall be governed by the terms and conditions of Express Scripts' step therapy program.

The Board-provided insurance coverage shall not include the coverage described in the Hearing Rider of the applicable health plan documents.

The office visit copayment per visit shall be \$15 (for both in-network and out-of-network office visits).

- (b) If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. 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 health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

- (c) Should an employee submit false information or fail to timely advise the Board of a change in her/his spouse's eligibility for a group health insurance and/or prescription drug insurance through the spouse's employer/retirement provider, and such false information or failure by the employee results in the Board's plan providing benefits to which the spouse is not entitled, the employee shall be personally liable to the plan for reimbursement of the full costs of any benefits and expenses, including attorneys' fees and costs, incurred by the Board's plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be entitled. In addition, the spouse will be removed immediately from the Board's group health insurance and/or prescription drug insurance coverage. Submission of false information regarding eligibility of a spouse for health benefit and/or prescription drug coverage from the employer/retirement provider of the spouse by an employee will subject that employee to disciplinary action up to and including possible termination of employment.
- (d) A section 125 plan shall provide a tax sheltering benefit for the employee contributions required under this health insurance program.
- (e) Term life insurance in the amount of \$45,000 will be provided to each classified employee who is regularly scheduled to work at least 20 hours per week. Term life insurance in the amount of \$25,000 will be provided to each classified employee who is regularly scheduled to work less than 20 hours per week. The OCSD shall assume 100% of the premium for each classified employee. Total value of the insurance will be reduced with employee age according to the carrier's schedule.
- (f) For the purpose of insurance eligibility for insurances other than life insurance, a full-time employee must regularly work at least 30 hours per week. A part-time employee must work at least 20 hours per week.
- (g) Continuation - Disability: The OCSD agrees to continue payments for all benefit programs provided for in this section during the absence of any employee in the bargaining unit who is on paid disability leave.
- (h) Continuation - Lay-Off: The OCSD agrees to continue payment for all benefit programs provided for in this section for a period of one (1) month for any employee in the bargaining unit who is laid off for lack of work or funds.

7.06 WAIVER OF INSURANCE COVERAGE

- (a) All regular full-time classified bargaining unit members who work at least thirty (30) hours per week and who are enrolled in the district's Health Care Coverage under Article 7.5 - Health Insurance, elect not to enroll and/or

participate in the benefits package will receive a lump sum payment of eight hundred dollars (\$800) per year less applicable withholdings.

- (b) Each employee electing the waiver must declare his/her intent not to participate in the insurance plan by August 1st and remain off the plan for one (1) twelve (12) month period between September 1st and August 31st.
- (c) The waiver year will be from September 1st to August 31st of each year and the payment in lieu of premium will be made with the second payroll in September each year for the prior election year.
- (d) If an employee elects the waiver one (1) year, he/she may rejoin the group insurance coverage effective September 1st of the following year with a thirty (30) day advance written notice.
- (e) **EMERGENCY CLAUSE** - Any employee electing the waiver may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year. To rejoin the program, an employee must notify the OCS D thirty (30) days prior to the first day of the month in which the employee wants coverage effective. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of a spouse.

7.07 SEVERANCE PAY

- (a) Upon retirement under regulations of the School Employees retirement System (SERS), employees shall upon request receive remuneration for one quarter (25%) of their accumulated unused sick leave to a maximum of 85 days.
- (b) Employees upon voluntarily severing their employment with five (5) continuous years of service with the District may elect to be paid for one quarter (25%) of the value of their accrued but unused sick leave, to a maximum payment of thirty-six (36) days.

Employees upon voluntarily severing their employment with ten (10) continuous years of service with the District may elect to be paid for one quarter (25%) of the value of their accrued but unused sick leave, to a maximum payment of fifty (50) days and one (1) additional day of payment for each ten (10) days of accumulated sick leave in excess of 200 days.

- (c) The payment of unused sick leave shall be calculated with the employee's current daily rate with a denominator of the employee's current annual work days but not to exceed 184 days. For example, a 260 day head custodian at Step 5 with a regular daily rate of \$148.96 would have a daily rate of \$210.49 for purposes of severance pay.

7.08 LIABILITY INSURANCE

The OCSD Board of Education will purchase liability insurance for all employees of the District. This clause is waived if the District liability insurance policy is cancelled by the insurance carrier and no new carrier is available. Selfinsurance, employer consortium plans, and all current and future provision of Ohio Revised Code are consistent with the intent of this agreement.

7.09 STUDENT TUITION

All employees residing outside the District who desire to have their children attend Oberlin Schools shall, so long as Board policy permits open enrollment, apply for their children to be admitted under open enrollment. In the event Board policy is changed and open enrollment is not permitted, employees shall be exempt from paying tuition for their children to attend Oberlin Schools, regardless of their legal residence.

7.10 PAY DIFFERENTIALS AND SPECIAL RATES

- (a) Head Custodian B shall receive an additional \$1,500.00 per year in order to check their building once a weekend (either on Saturday or Sunday). The building check shall be for 30 minutes in duration. Head Custodian B shall fill out the required time sheet documenting the time spent in their respective buildings and a description of work performed. Head Custodian B must receive prior approval from their building principal or the superintendent before working any additional time on weekends beyond their 30 minutes. Head Custodian A are not required to conduct building checks on the weekends but must report to the building if an alarm is triggered. In such cases, the Head Custodian A shall be paid a minimum of two (2) hours' callout time.
- (b) The bus trip rate shall pay the driver's regular rate for the first five hours. The sixth hour and thereafter shall be increased in each year to be equivalent to the current substitute rate.
- (c) Head Custodian A shall receive an annual stipend of \$1,500 to account for additional training required for the position, paid in 24 equal installments with the employee's regular wages. Qualifying training shall be determined by the Board. During the 2021-22, 2022-23 and 2023-24 school years, the Board shall offer all employees in Head Custodian B or Custodian positions the opportunity to participate in training, at the Board's expense, to qualify to be a Head Custodian A. As new school buildings become operational, Head Custodian B positions in the affected building(s) shall convert to Head Custodian A positions. Any employee in a Head Custodian B position at the time it converts to Head Custodian A who has not successfully completed the additional training required to serve as a Head Custodian A may apply for any open position for which the employee is qualified. If there is no open

position for which the individual is qualified, the individual will be placed on the RIF list pursuant to Article 9.

- (c) Any employee in a paraprofessional or literacy aide position who holds a bachelor's degree in education shall receive a \$750 annual stipend, paid in 24 equal installments with the employee's regular wages. Any employee who holds a bachelor's, master's, or associate degree and who the District utilizes during the school year as a substitute requiring their degree for at least half a school day shall receive a \$750 annual stipend, paid in the final pay in June.
- (d) Any employee in a maintenance or custodial classification who has the following license(s)/qualification(s) shall receive the indicated annual stipend, paid in 24 equal installments with the employee's regular wages:

Plumbing license	\$750
Electrical license	\$750
HVAC certification	\$750
Journeyman's card	\$750

- (e) If a custodian has to fill in for a head custodian for 30 accumulative days, they shall receive the higher classification pay for each day served as head custodian

7.11 SERS CONTRIBUTIONS

The OCSD Board of Education shall establish a qualifying plan permitting employees to pay their contribution to the State Employees Retirement System ("SERS") on a pre-tax basis, to the extent permitted by the Internal Revenue Service and SERS.

7.12 ATTENDANCE BONUS

Classified staff contracted to work three (3) hours or less per day shall be entitled to a \$250 bonus for perfect attendance each year. The District's Treasurer shall verify each employee's attendance record by June 15 each year and perfect attendance payments shall be made by the first pay period in July.

ARTICLE 8 – VACANCIES, PROMOTIONS

8.01 NOTICE OF VACANCIES

Notice of all vacancies and newly created positions shall be posted at the administrative designated sites in each school building and on the district website. A copy of each posting will be forwarded to the President of OAPSE Chapter 214, for informational purposes.

8.02 ADVERTISING OF VACANCIES

Before public advertising, vacancies shall be posted and open first to every employee for five (5) work days after the date of posting, (10 work days during the summer, June 15 through August 15).

8.03 APPLYING FOR VACANCIES

Employees shall submit their notice of interest to the central office. Employees shall submit an application, resume and cover letter for the vacancy for which they are applying. All employees who bid for and are appointed to new positions shall have 10 work days in which to return to their previous position, after which that employee shall not be eligible to bid into any new position until the conclusion of the current semester. This requirement may be waived by the Superintendent or the Superintendent's designee.

Copies of bid forms shall be available at all school buildings and facilities. Roles that are in addition to, and do not affect their current role, are exempt from this limitation.

8.04 VACANCY LISTING

The vacancy listing will include:

- (a) The opening and closing date for the posting.
- (b) The job description for the position.
- (c) A general description of qualifications needed.
- (d) Hourly rate of pay and number of hours per week.

8.05 VACANCIES AND PROMOTIONS

- (a) A vacancy is an opening that occurs when a staff member vacates a current position or when a new job is created by the Board. Vacancies shall be posted within five (5) work days, if the Board chooses to fill such vacancies.

Posting requirements for all applicants shall be attached to the posting. Internal applicants, who submit all requested information per article 8.03, shall be interviewed and considered for the vacancy.

In the event that a vacancy will not be filled when a current member retires, is promoted, demoted or otherwise leaves the district, the Superintendent will meet with the OAPSE President or designee to discuss the decision. If a vacancy is not filled, the Superintendent will provide a written rationale for the decision to the OAPSE President.

Every effort will be made to post and fill vacancies in a timely fashion. When a vacancy cannot be filled within 30 days, the Superintendent will notify the OAPSE President as to the reason for the delay.

No subs shall be used for more than thirty (30) calendar days to fill vacant positions, except where the vacancy cannot be filled within thirty (30) days after posting and no qualified person has applied and/or where the sub is filling in for an employee serving a probationary period per 8.06(b).

- (b) Temporary Vacancy – A Temporary Vacancy is when a position is vacant for any temporary time period, as agreed by both the Union and the Superintendent or designee.
- (c) Temporary Vacancy Process – Temporary Vacancies shall be offered to members based on seniority with step-up pay, should the situation call for step-up pay. The offer will follow the same rotation as defined in overtime.
- (d) Filling Vacancy –
 - 1. When a vacancy occurs, employees within the same classification (defined as the same category of job, not necessarily all the jobs on a pay class – for example, head custodian is one classification and administrative assistant is another classification) of the open position, who apply for the position, will be interviewed for the position. The position shall be awarded to the applicant within the classification who has the most seniority of the applicants within that classification. The Board may disqualify an employee from being awarded the position if the employee has 1) a record of discipline (excluding verbal warnings) during the twelve (12) months preceding the date of posting the position, or 2) a record of

a suspension during the twenty-four (24) months prior to posting the position.
 - 2. When an employee has bid on a position outside their classification, the OCSD may require testing prior to granting an interview. Employee testing for a position will be indicated on the job posting and will be required for all applicants selected for an interview. Employees bidding on vacancies outside of their classification and meeting any testing requirements shall be interviewed and considered for the position (if an employee inside the classification has not been awarded the position). When comparing candidates, the Board may use its judgment to determine whom to hire.
 - 3. If an employee is not awarded a position that he/she applied for, he/she shall be notified, in writing, of this decision.

For a vacancy occurring between June 15th and August 15th each year, the central office shall serve all non-teaching personnel a notification of openings via the bi-monthly pay checks system.

8.06 PROBATIONARY PERIOD

- (a) The first ninety (90) work days for new hires shall be considered a probationary period. By mutual agreement of the union and Superintendent/Designee, the probationary period may be extended for an additional ninety (90) work days. During the probationary period, the employee may be laid off or terminated at the discretion of the Superintendent.
- (b) In the event an employee is reassigned to a different classification (except for reason of layoff) the employee will serve a ninety (90) calendar day probationary period. At the end of the probationary period, the employee may be transferred back to his/her original position. During this probationary period, the employee's original position will be held by a substitute employee. During the probationary period, the employee will have at least one (1) evaluation. Should an employee wish to return to his/her former position, it must be done within the first sixty (60) calendar days.

8.07 CLASSIFICATIONS

Class I	Monitor, Tech Support Specialist
Class II	Cafeteria Helper
Class III	Paraprofessional
Class IV	Literacy Aides
Class V	Assistant Librarian
Class VI	Custodian, Food Truck Courier
Class VII	Head Custodian, Administrative Assistant
Class VIII	Bus Driver, Maintenance

ARTICLE 9 – REDUCTION IN FORCE

The following procedures will govern the reduction of classified staff made necessary through decreases in student enrollment, changes in regular and complementary instruction, shortage of funds, changes in the use of bargaining personnel.

The Board shall provide, upon request, to the OAPSE President an updated seniority roster of the bargaining unit employees, showing each employee's current seniority standing.

The Board shall notify both OAPSE and the affected employee in writing not less than forty (40) work days before the effective date of lay-offs. The Board and

OAPSE shall meet following receipt of any notices of lay-off to review the proposed lay-offs and determine the order of lay-off within the provisions of this Agreement.

The number of people affected by a reduction will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position. Whenever lay-offs become necessary, preference will be given first to employees under continuing contracts in the affected classification in accordance with Ohio Revised Code 3319.172. If a position is eliminated, the employee in the eliminated position has the right, by exercising system seniority, to bump the least senior employee within their classification with the same or similar hours, or, if no such person exists, a classification in which they have previously worked and for which they maintain required certifications and/or licensing.

Seniority as used in this provision shall be determined by the length of continuous service to the OCSD. Any disputes regarding the length of continuous service shall be resolved as follows:

- (a) The date of the Board meeting in which the employee was hired; then, if still a tie
- (b) The date the first accepted job application was received; and then, if still a tie
- (c) By lot

In calculating seniority, any interruption in employment other than authorized leave of absence or lay-off will restart the seniority calculation from zero. Time spent on lay-off status or unpaid leaves in excess of 3 months shall be deducted when computing seniority.

If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee, that employee will automatically be placed off the lay-off list.

Reinstated position(s) (meaning those position(s) restored after lay-off) within the classification of lay-off shall be offered to those employee(s) remaining on the recall list for that classification, starting with the most senior laid off employee.

Any newly created position or vacated position shall be filled in accordance with Article 8 (Vacancies, Promotions). In the event a vacancy still remains, laid off employees shall then be recalled (prior to external candidates being hired) in the reverse order of lay-off 1) within a classification, or 2) in another classification in which they have previously held a contracted position (not as a substitute or temporary position) and for which they maintain required certifications and/or licensing.

A person on lay-off shall maintain their recall rights for a period of two (2) years from the effective date of lay-off.

While on lay-off, the employee shall keep the Board informed in writing as to current mailing address and telephone number. Failure to respond to or accept a recall notice within fifteen (15) work days of receipt of the recall offer will result in removal from the lay-off list if the recall notice is mailed by certified mail to the last mailing address on file for the employee. In emergency situations where other means of notification are required (i.e., telephone call, private meeting) the Union President shall be notified as to the method, date and time of contact.

During the period of recall rights, an employee covered by Board insurance immediately prior to the layoff may participate in the group insurance program, if the rules of the carrier permit, by paying all single or family premium costs (total cost) on a monthly basis to the treasurer.

Suspension and removal may be appealed and requires that the employee be given a notice and reason for the same.

9.02 SENIORITY ROSTER

- (a) The Union shall have twenty (20) work days from the date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Union and Superintendent or his/her designee will meet to discuss questions or problems.

When "tie-breaker" data is unavailable, the employees affected, the Union and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, employee(s) affected and the Union.

- (b) The Board will notify the Union of any changes in the seniority lists within a reasonable period of time.

9.03 CONTRACT WORK

- (a) No contract for services, which may affect the employment of Union members, shall be let until the Union has been provided two calendar months advance notice of the award.
- (b) Effective upon the ratification date and during the life of this agreement the OCSD shall not put to use the provisions in Article 9.02(a) Contract Work.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 INITIAL NOTIFICATION

- (a) The Union may file a grievance to seek proper enforcement of the terms of this agreement. Union grievances shall begin at Step 2 (Superintendent's level) of the procedure.
- (b) The Union is the sole and exclusive representative for the grievant.

10.02 DEFINITIONS

- (a) Union: Ohio Association of Public School Employees Local 214
- (b) Grievance: A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of a matter that has been negotiated and agreed to by the Union and the OCSD Board.
- (c) Grievant: The person or group of persons in the bargaining unit or the Union responsible for initiating the grievance.
- (d) Day: When used in the Agreement, "day" shall be defined as Monday through Friday, excluding holidays, unless specified differently.
- (e) Immediate Supervisor: The employee having supervisory responsibility for the job performance of the grievant.

10.03 GRIEVANCE PROCEDURE

- (a) Informal Procedure

Resolution of a grievance shall be first attempted through discussion between the grievant and his/her immediate supervisor. Such discussion shall be initiated within ten (10) work days of the occurrence of the alleged violation or condition being grieved. Management must respond to the informal process within five (5) work days.

- (b) Formal Procedure

- 1. Step 1

- a. If the grievance is not resolved within five (5) days of the initiation of the Informal Procedure, the grievant may submit the grievance on Grievance Report Form 1 to his/her immediate supervisor, with a copy to the Union President and to the Superintendent of Schools. The formal grievance must be filed within ten (10) work days of the informal response.

- b. The immediate supervisor shall meet with the grievant to discuss the grievance within five (5) work days of the receipt of the Grievance Report Form 1.
- c. The immediate supervisor shall, within five (5) work days following the meeting, complete his/her portion of the Grievance Report Form 1 stating his/her disposition of the grievance and provide copies to the grievant, the Union, and the Superintendent of Schools.

2. Step 2

- a. If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may submit the grievance on Grievance Report Form 2 to the Superintendent of Schools, with a copy to the immediate supervisor and to the Union President. Step 2 Grievance Reports must be submitted to the Superintendent of Schools within ten (10) work days of the receipt of the Step 1 disposition.
- b. The Superintendent of Schools or his/her designee shall meet with the grievant to discuss the grievance within five (5) days of the receipt of the Grievance Report Form 2
- c. The Superintendent of Schools or his/her designee shall, within five (5) work days following the meeting, complete his/her portion of Grievance Report Form 2, stating his/her disposition of the grievance and provide copies to the grievant, the immediate supervisor, and the Union.

3. Step 3

In the event that the grievance is not satisfactorily addressed at Step 2, OAPSE may submit a request in writing to the OCSD Treasurer that the grievance be submitted to binding arbitration.

The request shall be made within twenty (20) working days of the

receipt of the response at Step 2 or the failure of the Board to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the FMCS. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the FMCS. The decision of the arbitrator shall be binding upon the parties. The arbitrator shall not have the power to add to, subtract

from, or modify this Agreement, or render a decision contrary to law. The expense and fees for the arbitrator shall be borne by the losing party.

GRIEVANCE REPORT FORM 1, STEP 1

_____ Grievant	_____ Building/Assignment	_____ Date
-------------------	------------------------------	---------------

A. Date reason for grievance occurred: _____

B. Statement of grievance: _____

C. Contract Language Violated: _____

D. Relief Sought: _____

Signature of Grievant

E. Receipt acknowledged:

_____ Signature of Supervisor	_____ Date
----------------------------------	---------------

F. Disposition of Supervisor: _____

_____ Signature of Supervisor	_____ Date
----------------------------------	---------------

Distribution: Grievant
Supervisor
Union President

Superintendent of Schools
STEP 2

Revised 10/03 GRIEVANCE REPORT FORM 2,

Grievant Building/Assignment Date

A. Date reason for grievance occurred: _____

B. Statement of grievance: _____

C. Contract Language Violated: _____

D. Relief Sought: _____

Signature of Grievant

E. Receipt acknowledged:

Signature of Supervisor

Date

F. Disposition of Supervisor: _____

Signature of Supervisor

Date

Distribution: Grievant
 Supervisor
 Union President
 Superintendent of Schools

**Revised 10/03 GRIEVANCE REPORT FORM 3
REQUEST FOR ARBITRATION**

	Grievant	Building/Assignment	Date
A.	Date	reason for	grievance occurred:
<hr style="border: 0; border-top: 1px solid black;"/>			
B.	Statement	of	grievance:
<hr style="border: 0; border-top: 1px solid black;"/>			
<hr style="border: 0; border-top: 1px solid black;"/>			
C.	Contract Language Violated: <hr style="border: 0; border-top: 1px solid black;"/>		
<hr style="border: 0; border-top: 1px solid black;"/>			
<hr style="border: 0; border-top: 1px solid black;"/>			
D.	Relief Sought: <hr style="border: 0; border-top: 1px solid black;"/>		
<hr style="border: 0; border-top: 1px solid black;"/>			
<hr style="border: 0; border-top: 1px solid black;"/>			
			<hr style="border: 0; border-top: 1px solid black;"/> Signature of Grievant
E.	I request the above grievance be submitted for review to an Appeal Panel in accordance with the current Grievance Procedure.		
<hr style="border: 0; border-top: 1px solid black;"/>			<hr style="border: 0; border-top: 1px solid black;"/>
Grievant			Date
F.	Receipt acknowledged:		
<hr style="border: 0; border-top: 1px solid black;"/>			<hr style="border: 0; border-top: 1px solid black;"/>
Treasurer			Date

Distribution: Grievant
Supervisor
Union President
Superintendent of Schools

Revised 10/03

10.04 LIMITATIONS

- (a) Nothing contained in this procedure shall be construed as limiting the right of an employee having a complaint or problem from discussing the matter informally through normal channels of communication with members of the administration.

- (b) Lack of appeal of the disposition of a grievance at any step of the procedure within the specified time limits shall be construed as final settlement at that step, and further appeal shall be barred. Such failures shall not set precedence in future grievances.
- (c) Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.
- (d) Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.
- (e) The grievant shall be entitled to prepare and write grievances during his/her regularly scheduled hours of work without loss of pay.
- (f) The grievant and the Union representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

ARTICLE 11 – WORKING CONDITIONS/GENERAL

11.01 BUS DRIVERS AND TRIPS

- (a) The Board shall guarantee to each bus driver a minimum of five and one half (5.5) hours of work per day, paid at the bus driver rate. In order to be guaranteed this minimum work, a driver must drive a morning route and an afternoon route, and must either drive a midday route or work monitor duty between the morning and afternoon routes. Monitor duty performed under this section shall be paid at the driver rate. If a driver elects not to do midday work (i.e. not to drive a midday route or work monitor duty), the Board shall guarantee the driver four (4) hours of work per day.
- (b) Bus trips, field trips, and athletic trips will be posted as received. Drivers will choose trips on a rotation basis. If the driver does not accept the trip, the check will go to the next driver on rotation. A newly hired regular driver will be placed on rotation upon his/her 31st day of employment (calendar days) with the District as a bus driver. Drivers will be listed by seniority. Drivers will choose only those trips that do not interfere with their regular run or other district employment. The exception will be that no more than two times per month, a driver may take a 3:30 p.m. trip in

lieu of their regular p.m. run. On these occasions, drivers will be paid with the trip time beginning at the end of their regular route time. Bus drivers will not take trips on days that they are absent. If a driver is absent, the trip will go to the next person on rotation. If a bus driver is absent on Friday and

has a trip on Saturday, they will contact the Superintendent/Designee by noon on Friday if they plan to take the Saturday trip. Trips received on a last-minute basis will go in rotation. However, if attempts to contact the driver fail and time will not permit waiting, the trip will go to the next driver on rotation.

At the end of the bus trip, the driver will be responsible for the following:

1. The Bus Request Form must be properly filled out with name and bus number, and returned with trip time, mileage, and sponsor's signature.
2. The bus shall be swept by the driver and a complete inspection of the bus to assure that no students have remained on the bus.
3. The bus driver will be responsible for filling the gas tank with gas. If the bus driver returns to the garage after hours and the fuel pump is locked, then that driver will be responsible for filling the tank before the next regular run. Any trip slips received during the summer months (after the last school day and prior to the first school day for the coming year) will be handled through the Business Manager.

There shall be a reasonable attempt to establish mandatory, regular safety meetings once per quarter. Drivers shall be compensated at their regular rate of pay for attendance at such meetings.

- (c) Prior to the start of each school year, the District will analyze all bus routes and make necessary adjustments. Drivers will then have an opportunity to bid on each route based on seniority. The District will again review bus routes after the first T-1 reports are submitted and, depending upon the materiality of adjustments and at the discretion of the Superintendent/Designee, routes may be rebid based on seniority. The Superintendent/Designee retains the discretion to assign/reassign personnel to bus routes, as needed during the school year, provided the affected drivers' hours are not reduced.
- (d) If administration pulls bus video footage from on-board cameras for the purpose of considering discipline for the driver, the administration will notify the driver within 24 hours that the footage has been pulled.

11.02 SCHOOL BOARD AGENDA

The Union shall receive an advance copy of the agenda of each Board meeting, along with the routine personnel report, which accompanies said agenda. Such items shall be sent to the Union President by interschool mail at the same time they are sent to the OCSD Board of Education members. Certain confidential

matters and items not pertaining to members of the bargaining unit may be deleted from the personnel report provided to the Union.

11.03 PAYROLL DUES/DEDUCTIONS

- (a) The OCSD agrees to deduct from the pay of bargaining unit employees dues for the Ohio Association of Public School Employees and its Local Chapter 214 when authorized in writing by each employee.
- (b) The OCSD shall transmit monthly said dues along with an accounting of each withholding by name of employee to the OAPSE State Treasurer.
- (c) Payroll deductions shall be continuous unless membership is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE membership/dues agreement signed by the employee. Notice of withdrawal shall be sent to the OAPSE state treasurer's office: 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. OAPSE will notify the OCSD Board Treasurer when the dues deduction authorization is properly withdrawn by the employee.
- (d) Dues shall be deducted in twenty four (24) equal payments starting with the first paycheck in the new contract. New members enrolled after the first paycheck will pay equal payments in the remaining paychecks.
- (e) Individual authorization forms shall be signed by the member and submitted by OAPSE on their behalf to the Treasurer.
- (f) **AFSCME PEOPLE:** The Board agrees to deduct from the wages of any employee who is a member of OAPSE, a PEOPLE deduction as provided for in a 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 Local OAPSE Treasurer. The employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State office in Columbus (Attention: PEOPLE Department) together with a list of said deductions. The check shall be made payable to AFSCME PEOPLE.
- (g) This Section 11.03(g) shall be effective only upon affirmative change in state or federal law to permit the withholding of fair share fees from public sector union employees.

The OCSD shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union shall be transmitted by the Union to the Treasurer on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the OCSD agrees to transmit all amounts deducted to the Union.

Fair share fee shall be deducted through the payroll in the same manner as dues deduction and forwarded to the Union with notices of names and amounts as provided in Section 11.03(a)-(e) of the Agreement.

The Treasurer shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

Payroll deduction authorization for membership shall be irrevocable, except that authorization may be withdrawn if submitted during a period of ten (10) days prior to the expiration of the Negotiated Agreement. Employee members may withdraw membership in the Union June 19 through June 29, in the year the contract expires by supplying written notice served upon the Chief Fiscal Officer of the Employer and the OAPSE State Treasurer. This notice shall be postmarked and received by OAPSE ten (10) days prior to the expiration of the Negotiated Agreement. Written notice to OAPSE shall be sent to the following address: OAPSE State Treasurer, Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, Ohio 43229.

The Union represents to the OCSD Board of Education that an internal rebate procedure has been established in accordance with section 4117.09(c) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

- (h) The Union agrees to hold the OCSD Board, including its officers, members and agents and specifically including the superintendent, treasurer, and other members of the administration, harmless in any suit, claim, or administrative proceeding arising out of or connected with the implementation of this Section 11.03, to indemnify the OCSD Board, as defined above, for any

liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the OCSD Board in any said suit, claim or administrative proceeding, and to reimburse the OCSD Board for any and all expenses incurred by the OCSD Board in any such suit, claim or administrative proceeding, including court costs. The Union shall reserve the right to designate counsel to represent and defend the OCSD Board. The OCSD Board shall give a written notice to the President of the Union within twenty working days of receipt by the OCSD Board of any written claim made or action filed against the OCSD Board by a non-member for which, indemnification may be claimed by the OCSD Board. The OCSD Board agrees to give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, to permit the Union or its affiliates to intervene as a party in the action if the Union so desires, and/or to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action.

11.04 DIRECT DEPOSIT

- (a) All bargaining unit members shall be required to receive their pay via direct deposit.
- (b) Bargaining unit members will be paid twice monthly.

11.05 TEMPORARY CHANGE IN CLASSIFICATION

If an employee is temporarily transferred to a new classification, he/she shall not be reduced in pay and shall be increased in pay to the rate of the temporary assignment beginning with the fifth (5th) day.

11.06 NO STRIKE OR SLOW DOWN

- (a) The Union agrees that during the term of this agreement, it will not call or support or participate in any work stoppage or strike against the Employer.
- (b) The Employer agrees that during the term of this agreement, it will not lock out any employees.

11.07 AGREEMENT SUPERSEDES CIVIL SERVICE LAWS

It is specifically agreed that the terms of this Agreement (including any probationary, disciplinary, hiring, promotion, nonrenewal, and lay off procedures), will govern the terms and conditions of employment for Local #214 bargaining unit members and shall prevail over State civil service laws to the fullest extent allowed under the provisions of Sections 4117.08 and 4117.10 of the Ohio Revised Code. Accordingly, the parties agree that neither the Oberlin Civil Service Commission nor the State Personnel Board of Review will have any jurisdiction to hear appeals

Service Commission nor the State Personnel Board of Review will have any jurisdiction to hear appeals relating to such actions. Such actions will be subject to the grievance procedure set forth in this Agreement.


11.08 DURATION

This Agreement shall become effective July 1, 2021, and shall continue in effect until and including June 30, 2024.

This Agreement supersedes all previous Agreements between the Board and the Union and constitutes the entire Agreement between the parties.

FOR THE OCSD BOARD OF EDUCATION:

FOR THE UNION:



Superintendent
Dr. David Hall

10-07-21
Date



Union President

10-4-21
Date



Treasurer
Mr. Robert Rinehart

10-4-21
Date



Union Representative

10-7-21
Date

**OBERLIN CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
APPENDIX 1.A**

EFFECTIVE JULY 1, 2021 (2.75%)

	I	II	III	IV	V	VI	VII	VIII
0	13.96	14.13	14.38	14.73	15.48	16.43	16.76	17.87
1	14.19	14.41	14.66	15.11	15.95	16.88	17.27	18.35
2	\$ 14.46	\$14.63	\$14.88	\$15.47	\$16.45	\$17.50	\$17.69	\$18.86
3	\$ 14.65	\$14.88	\$15.13	\$15.83	\$16.94	\$17.86	\$18.18	\$19.27
4	\$ 14.93	\$15.10	\$15.35	\$16.18	\$17.41	\$18.35	\$18.66	\$19.74
5	\$ 15.14	\$15.36	\$15.61	\$16.55	\$17.89	\$18.84	\$19.14	\$20.32
6	\$ 15.42	\$15.58	\$15.83	\$16.90	\$18.37	\$19.27	\$19.65	\$20.79
7	\$ 15.64	\$15.83	\$16.08	\$17.27	\$18.88	\$19.74	\$20.12	\$21.25
8	\$ 15.89	\$16.01	\$16.26	\$17.61	\$19.37	\$20.32	\$20.59	\$21.74
9	\$ 16.11	\$16.31	\$16.56	\$18.01	\$19.85	\$20.79	\$21.10	\$22.22
10	\$ 16.37	\$16.52	\$16.77	\$18.35	\$20.34	\$21.25	\$21.59	\$22.70
11	\$ 16.37	\$16.52	\$16.77	\$18.35	\$20.34	\$21.25	\$21.59	\$22.70
12	\$ 16.60	\$16.82	\$17.07	\$18.67	\$20.69	\$21.62	\$21.91	\$23.12
13	\$ 16.60	\$16.82	\$17.07	\$18.67	\$20.69	\$21.62	\$21.91	\$23.12
14	\$ 16.60	\$16.82	\$17.07	\$18.67	\$20.69	\$21.62	\$21.91	\$23.12
15	\$ 16.90	\$17.08	\$17.33	\$18.98	\$21.08	\$21.99	\$22.36	\$23.55
16	\$ 17.16	\$17.35	\$17.60	\$19.34	\$21.32	\$22.26	\$22.62	\$23.81

Extra Bus Trip Rate:

- First Five Hours at Regular Hourly Rate:
- Over Five Hours at \$16.00 per hour

Lawn Maintenance Rate: \$10.00 per hour

Class I	Monitor, Tech Support Specialist
Class II	Cafeteria Helper
Class III	Paraprofessional
Class IV	Literacy Aides
Class V	Assistant Librarian
Class VI	Custodian, Food Truck Courier
Class VII	Head Custodian, Administrative Assistant
Class VIII	Bus Driver, Maintenance

OBERLIN CITY SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE

** For purposes of computing lump-sum longevity, a year of experience shall mean a year of employment as contracted for any given classified position in the District. Furthermore, longevity service shall be calculated on the basis of continuous employment in the District, which means calculation for longevity may not include breaks in employment.

APPENDIX 1.B

EFFECTIVE JULY 1, 2022 (2.5%)

	I	II	III	IV	V	VI	VII	VIII
0	14.31	14.48	14.73	15.09	15.87	16.84	17.17	18.32
1	14.55	14.77	15.02	15.49	16.35	17.30	17.70	18.81
2	14.82	14.99	15.24	15.85	16.86	17.93	18.13	19.33
3	15.02	15.26	15.51	16.23	17.36	18.31	18.63	19.75
4	15.31	15.48	15.73	16.59	17.85	18.81	19.13	20.24
5	15.52	15.74	15.99	16.96	18.33	19.32	19.61	20.82
6	15.80	15.97	16.22	17.32	18.83	19.75	20.14	21.31
7	16.03	16.23	16.48	17.70	19.35	20.24	20.62	21.78
8	16.29	16.41	16.66	18.05	19.85	20.82	21.11	22.28
9	16.51	16.71	16.96	18.46	20.35	21.31	21.63	22.78 10
	18.81	20.85	21.78	22.13	23.26		16.78	16.94 17.19
11	16.78	16.94	17.19	18.81	20.85	21.78	22.13	23.26
12	17.01	17.24	17.49	19.14	21.21	22.16	22.45	23.70
13	17.01	17.24	17.49	19.14	21.21	22.16	22.45	23.70
14	17.01	17.24	17.49	19.14	21.21	22.16	22.45	23.70
15	17.32	17.51	17.76	19.45	21.61	22.54	22.92	24.14
16	17.58	17.78	18.03	19.83	21.86	22.82	23.19	24.41

Extra Bus Trip Rate:

- First Five Hours at Regular Hourly Rate
- Over Five Hours at \$16.00 per hour
- Lawn Maintenance Rate: \$10.00 per hour

Class I	Monitor, Tech Support Specialist
Class II	Cafeteria Helper
Class III	Paraprofessional

OBERLIN CITY SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE

Class IV	Literacy Aides
Class V	Assistant Librarian
Class VI	Custodian, Food Truck Courier
Class VII	Head Custodian, Administrative Assistant
Class VIII	Bus Driver, Maintenance

** For purposes of computing lump-sum longevity, a year of experience shall mean a year of employment as contracted for any given classified position in the District. Furthermore, longevity service shall be calculated on the basis of continuous employment in the District, which means calculation for longevity may not include breaks in employment.

APPENDIX 1.C

EFFECTIVE JULY 1, 2023 (2.25%)

	I	II	III	IV	V	VI	VII	VIII
0	14.63	14.81	15.06	15.43	16.22	17.22	17.56	18.73
1	14.87	15.10	15.35	15.84	16.72	17.69	18.10	19.23
2	15.15	15.33	15.58	16.21	17.24	18.34	18.54	19.76
3	15.36	15.60	15.85	16.59	17.75	18.72	19.05	20.2
4	15.65	15.83	16.08	16.96	18.25	19.23	19.56	20.69
5	15.87	16.10	16.35	17.34	18.74	19.75	20.06	21.29
6	16.16	16.33	16.58	17.71	19.25	20.20	20.59	21.79
7	16.39	16.59	16.84	18.10	19.79	20.69	21.09	22.27
8	16.66	16.78	17.03	18.45	20.30	21.29	21.58	22.78
9	16.89	17.09	17.34	18.87	20.81	21.79	22.12	23.29
10	17.15	17.32	17.57	19.23	21.32	22.27	22.63	23.79
11	17.39	17.62	17.87	19.57	21.69	22.65	22.96	24.23
12	17.39	17.62	17.87	19.57	21.69	22.65	22.96	24.23
13	17.39	17.62	17.87	19.57	21.69	22.65	22.96	24.23
14	17.71	17.90	18.15	19.89	22.09	23.05	23.43	24.68
15	17.98	18.18	18.43	20.27	22.35	23.33	23.71	24.96
16								

Extra Bus Trip Rate:

**OBERLIN CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

- First Five Hours at Regular Hourly Rate
- Over Five Hours at \$16.00 per hour
- Lawn Maintenance Rate: \$10.00 per hour

Class I	Monitor, Tech Support Specialist
Class II	Cafeteria Helper
Class III	Paraprofessional
Class IV	Literacy Aides
Class V	Assistant Librarian
Class VI	Custodian, Food Truck Courier
Class VII	Head Custodian, Administrative Assistant
Class VIII	Bus Driver, Maintenance

**** For purposes of computing lump-sum longevity, a year of experience shall mean a year of employment as contracted for any given classified position in the District. Furthermore, longevity service shall be calculated on the basis of continuous employment in the District, which means calculation for longevity may not include breaks in employment.**

APPENDIX 2

MEDICAL INFORMATION

EFFECTIVE AUGUST 1, 2017, EXCEPT WHERE EXPRESSLY NOTED.

Network	Hospital Only
Dependent Age	The end of the month of the 26th birthday
Deductible	\$150/\$300 individual (in-network/out-of-network)/\$300/\$600 family (in-network/out-of-network)
Coinsurance Limits	In-Network – 90% coinsurance until \$650 individual /\$1,300 family Non-Network – 70% coinsurance until \$1,150 individual /\$2,300 family
Annual Out-of-Pocket Maximum (including Deductible)	In-Network - \$800 individual/ \$1,600 family Non-Network - \$1,300 individual / \$2,600 family
Benefit Period	Calendar Year
Pre-existing Period	No waiting period
Calendar Year Maximum	\$2,000,000
Lifetime Maximum	\$2,000,000
Physician Office Services <ul style="list-style-type: none"> - Office Visits - Allergy – Testing & Treatment (serum and injections) 	\$15.00 copayment \$15.00 copayment
Preventative Care <ul style="list-style-type: none"> - One of each of the following tests: EKG, Chest X-Ray, Urinalysis, SMA-12, Complete Blood Count, Mammogram (maximum payment \$85), Pap Smear, Papnet Exam - Routine Physical Exams - Routine Colonoscopy/ Sigmoidoscopy 	For each Covered Person, first \$300 covered at 100%, then subject to deductible and coinsurance For each Covered Person, subject to above Wellness benefit For each Covered Person, subject to above Wellness benefit
Well Child Care <ul style="list-style-type: none"> - Birth to Age 1 - Age 1 up to Age 9 	First \$500 covered at 100%, then subject to deductible and coinsurance First \$500 covered at 100%, then subject to deductible and coinsurance

Therapy Services - Radiation Therapy, Chemotherapy,	In-Network: 10% coinsurance, after deductible Non-Network: 30% coinsurance, after deductible
Dialysis Treatment, Treatment by Physical Means (Physical Therapy, Occupational Therapy and Chiropractic Services)	(Treatment by Physical Means as an outpatient is limited to 10 treatments per calendar year.)
Inpatient Services – Including Ancillaries Semi-private room Paid in Full (730 day lifetime maximum)	Facility: In-Network 10% coinsurance after deductible Non-Network 30% coinsurance after deductible Physician: 10% coinsurance after deductible for in-network, 30% coinsurance after deductible for out-of-network
Outpatient Facility Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Outpatient Professional and Ancillary Charges - Outpatient physician services	10% coinsurance after deductible for in-network 30% coinsurance after deductible for out-of-network
Home Care Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Hospice Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Emergency Care/Urgent Care - Hospital Emergency Room (Emergency Visit) - Hospital Emergency Room (Non-Emergency Visit) - Urgent Care Facility	In-Network & Non-Network: \$50 copay (waived if admitted), then 10% coinsurance after deductible. If due to an accident, first \$300 paid in full, then \$50 copay (waived if admitted), then 10% coinsurance after deductible. In-Network: \$50 copay then 10% coinsurance after deductible. Non-Network: \$50 copay then 30% coinsurance after deductible. In-Network: \$10 copay Non-Network: 30% coinsurance after deductible
Ambulance Services - Inside Service Area - Outside Service Area	10% coinsurance after deductible for in-network 30% coinsurance after deductible for out-of-network

Maternity Services - Semi-private Paid in Full (730 day lifetime maximum)	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Mental Health (Limits & Maximums Apply) - Inpatient Care	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible (Includes inpatient Substance Abuse – 60 day maximum combined)
- Outpatient Care	60 visit maximum – combined with Substance Abuse In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Substance Abuse – Outpatient (Limits & Maximums Apply)	60 visit maximum – combined with Mental Health In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Medical Supplies, Equipment & Appliances	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible

Retail Prescriptions (30 day supply)*

\$10 co-pay for generic
\$25 for preferred name brand
\$40 for non- preferred name brand

Mail Order Prescriptions (90 day supply)*

\$10 co-pay for generic
\$25 co-pay for preferred name brand
\$40 co-pay for non-preferred name brand

Effective September 1, 2017, all prescriptions are governed by the terms and conditions of Express Scripts' step therapy program.

The Board-provided insurance coverage shall not include hearing coverage.