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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND THE**  
**OHIO ASSOCIATION OF PUBLIC SCHOOL**  
**EMPLOYEES UNION LOCAL #495**



**July 1, 2024 through June 30, 2027**

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# **NEGOTIATIONS, GRIEVANCES, LABOR/MANAGEMENT**

## **Article 1: PREAMBLE**

- 1.1) The Canal Winchester Local School District Board of Education, hereinafter "the Board," agrees to establish procedures for negotiations with the Ohio Association of Public School Employees Union Local #495, hereinafter "the Union."

## **Article 2: RECOGNITION**

- 2.1) The Canal Winchester Local School Board of Education (hereinafter referred to as "the Board") recognizes the Ohio Association of Public School Employees/Local 495 (hereinafter referred to as "the Union") as the sole and exclusive bargaining representative for the following classifications:

Included: All regular full and part time Lead Custodians, Maintenance, Head Maintenance, Custodians, and Outdoor Custodians.

Excluded: All other employees of the employer – all Management employees, Supervisor and confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as defined by SERB.

## **Article 3: THE NEGOTIATING PROCESS**

- 3.1) Representation

Designated Representatives of the Board and the Union shall meet to Negotiate in good faith in accordance with the procedures set forth within this Agreement. The Teams shall consist of Representatives of the Union, not to exceed six (6) and Representatives of the Board, not to exceed six (6).

- 3.2) Authority of Negotiators

While no Final Agreement can be executed by the Negotiators, the Parties mutually pledge that the Representatives will be clothed with all necessary power and authority to make Proposals, Counterproposals, and reach compromises in the course of Negotiations.

- 3.3) Subject of Negotiation

The subjects of negotiation shall include all matters pertaining to wages, hours, and terms and conditions of employment, and other mutually agreed upon subjects.



### 3.4) Negotiation Schedule

Negotiations on the subjects specified above may commence between the sixtieth (60th) and ninetieth (90th) day prior to expiration of the Agreement. Either Party may serve Notice on the other that it wishes to commence Negotiations for an amended Agreement. A copy of the Notice shall be sent to the State Employment Relations Board, unless the Parties agree in writing to an extension of time.

### 3.5) Good Faith Negotiating

All Parties involved recognize their responsibilities for negotiation in good faith. "Good Faith" means the obligation of the Negotiating Teams to meet at reasonable times and places, to react to the other's Proposals and respond to an unacceptable Proposal with a Counter proposal or a reason for its rejection. "Good Faith" does not require that either Party agree to a Proposal or make a concession. Both Parties recognize the right of each Party to present its views and opinions without censure or penalty.

### 3.6) Meeting

- A. A mutually convenient Meeting date shall be set within fifteen (15) days of the date of the Notice. Specific proposals to be presented for Negotiations must be exchanged at least forty-eight (48) hours prior to the Meeting and shall constitute the Agenda for the Meeting. Additional proposals may be submitted by either side after the first Session by mutual consent. Negotiation Meetings shall be held in Executive Session at a mutually agreed upon location.
- B. Meetings shall be scheduled to interfere least with School schedules. When it is mutually agreed that a Meeting will take place during the working day, School employees of the Negotiating Team shall be given release time without loss of pay for up to three (3) meetings.
- C. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the Chief Negotiator of each Party. Such initialing shall be construed finalization (pending completion of the entire Agenda) by ratification of the Membership of the Union and adoption by the Board as provided in Section 3.10.
  1. Negotiation Time Limits
    - a. Either party may call for a caucus of up to thirty (30) minutes.
    - b. Bargaining sessions shall last a maximum of eight (8) hours, unless extended by mutual agreement.

- c. Any time limits established under this article may be modified by mutual agreement of both parties.
- d. Day shall mean calendar days unless specified otherwise.

2. If necessary, the date, time and place of the next Meeting shall be established.

3.7) Exchange of Information

Upon written request, the Parties shall furnish to each other all relevant information which is not prohibited by State or Federal Law.

3.8) Consultants

The Parties may call upon competent Professionals and Lay Representatives to consider matters under discussion and to make suggestions. Cost of such Consulting Service shall be borne by the Party requesting it.

3.9) Reporting

During Negotiations, Interim Reports may be made to the Union Membership by its Representatives and to the Board and the Administration by its Representatives. There will be no release of information to the media unless mutually agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential.

3.10) Agreement

When an Agreement is reached, it shall be reduced in writing. With all Negotiating Team Members recommending approval, it shall be submitted to the Union and then to the Board for formal ratification. The outcome shall become a part of the official Minutes of the Board and be binding upon both Parties. No provisions of the resulting Agreement shall discriminate against any Classified Employee on the basis of Membership or Non-Membership in the Union.

3.11) Disagreement

A. Responsibilities

Recognizing their respective responsibilities for the welfare of the children of the School District, the Parties accept their obligation to avoid interrupting the operation of the School System. To this end, the Parties pledge to negotiate in good faith and, in the event of disagreement, to use all mandatory facilities as are available. The Union agrees that it will not, during the effective period

of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to render full service.

B. Breakdown of Negotiations

In the event an Agreement cannot be reached within sixty (60) days of the request, the Negotiation Teams shall accept jurisdiction of a Mediator from the Federal Mediation and Conciliation Services (FMCS). Should the Parties be unable to reach agreement through the assistance of a Federal Mediator, the Board shall have the right to implement its final offer to the Union. Then, and only then, shall the Union exercise its right to Strike. Said Strike will be in accordance with all established procedures of O.R.C. 4117.02.

C. Effective Date

This procedure shall direct all future negotiations after the initial collective bargaining agreement is ratified.

Article 4: **LABOR MANAGEMENT COMMITTEE**

4.1) Members

A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the OAPSE President (or designee) and a maximum of three (3) persons appointed at the discretion of the OAPSE President.

4.2) Meetings

This committee shall meet upon the request and agreement of the Superintendent and the OAPSE President.

4.3) Purpose

The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

Article 5: **GRIEVANCE PROCEDURE**

5.1) Grievance

A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

5.2) Purpose

The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, solutions to grievances. Both the Board and the Union agree that grievance proceedings shall be handled expeditiously and in a confidential manner.

5.3) Day

A "day" shall be defined as a workday for bargaining unit members.

5.4) Grievant

A "grievant" shall be defined as a unit member or group of unit members or the Union. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.

5.5) General Provisions

A. The written grievance used in the formal levels of this procedure shall state:

1. the specific provision(s) of this agreement alleged to be violated, misapplied, or misinterpreted,
2. a brief description of the grievance,
3. the relief sought, and
4. the date of submittal.

B. A representative of choice may be used by each party at all levels.

C. Time limits shall be considered as maximum unless extended by mutual agreement.

D. Failure by a grievant to proceed within the specified time limits shall mean the grievance has been resolved by the disposition in the previous level.

E. Failure to respond in the time limits shall entitle the grievant to proceed to the next level unless the time limits are extended pursuant to 5.5C of this Article.

- F. A grievance may be initiated at Step II when it has been determined by the supervisor that the subject is not within their realm of responsibility or control.
- G. Nothing in this procedure shall limit the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
- H. No reprisals shall be made against any party involved in use of this procedure.
- I. A grievance may be withdrawn at any level without prejudice.

5.6) Timeline

Within fifteen (15) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with their supervisor for the purpose of attempting to resolve the matter. Failure to act within the fifteen (15) days shall preempt the filing of a grievance in the particular case.

5.7) Steps

A. Step 1 - Supervisor

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to their supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within the (10) days after submittal. Within the ten (10) days after the meeting, the supervisor shall provide the grievant a written disposition on the grievance.

B. Step II - Superintendent/Designee

If the grievant is not satisfied with the disposition at Step 1, the grievant may, within ten (10) days of receipt of the supervisor's disposition, submit the grievance from to the Superintendent/designee. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent/designee shall provide the grievant a written disposition on the grievance.

C. Step III – Board

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Superintendent's disposition, the Union may submit a request to meet with the Board through the Superintendent. The Superintendent shall arrange for the grievant to meet with the Board in executive Session at its next regular meeting to review the alleged grievance.

A Board decision on the alleged grievance shall be rendered within ten (10) days.

D. Step IV – Mediation

Within ten (10) days after receipt of the Board's disposition, the Union may submit a request to the Superintendent advancing the Grievance to Mediation. A mediator shall be obtained from the Federal Mediation and Conciliation Service (FMCS) for a date.

E. Step V – Arbitration

1. Within ten (10) days after conclusion of mediation, the Union may submit a request to the Superintendent advancing the grievance to binding arbitration if the subject of the grievance is suspension or termination of an employee. An arbitrator shall be chosen through the Federal Mediation and Conciliation Service using its Voluntary Labor Arbitration Rules. The arbitrator's award shall be final and binding on all parties
2. The cost of the arbitrator and the fees of the Federal Mediation and Conciliation Service using its Voluntary Labor Arbitration Rules shall be borne by the losing party. The arbitrator will specify in their award which is the loser. If the loser is not clearly stated or the award involves multiple issues which split the award, the cost shall be equally divided between the Board and the Union.
3. The arbitrator shall have no authority to add or subtract from, disregard, alter, modify any terms of this Agreement, nor shall the arbitrator, make any decisions contrary to law.
4. The arbitrator may rule on any alleged violation of the procedures relating to unit member evaluations specifically outlined in this Agreement, but shall not substitute their judgment for that of the evaluator or administrator involved in the suspension or termination. If an alleged grievance is submitted to an arbitrator on which the arbitrator determines that the arbitrator has no authority to rule, it shall be referred back to both parties without decision or recommendation on its merits.

Article 6: **NO STRIKE – NO LOCKOUT**

6.1) No Strike

The members of the Local agree that they will neither cause, actively support, nor sponsor any strike, slow down, or other work stoppage during the term of this Agreement. In the event that the members of the Local violate this provision, the

Board shall notify the Union by email and Certified Mail that any of the employees covered hereunder are engaged in prohibited activity as set forth in this Article. The Union shall immediately order such employee(s) to resume normal work activities and/or return to work.

6.2) No Lockout

In recognition of this continuous performance pledge, the Board agrees that there will be no lockout of Members of the Union except such lockout is a result of the Board's inability to pay which results in the closing of some or all regular schools.

Article 7: **SUPERSEDE CIVIL SERVICE LAWS**

7.1) Civil Service Laws

The Board and its employees shall not be subject to the jurisdiction of any Civil Service Commission and shall not otherwise be governed by the provisions of Ohio Revised Code, Chapter 124, statutes in lieu thereof, or any similar laws. Thus, the parties intend for this Agreement to supersede any and all civil service laws that may apply to the Board, to bargaining unit members and to procedures for applicants for positions in the bargaining unit. Any and all appeals of any employment rights under this Agreement shall proceed exclusively through the grievance procedure of this Agreement.

**RIGHTS**

Article 8: **UNION RIGHTS**

8.1) Right to Engage in Union Activity

The Union President, Vice-President, other OAPSE officers, and the OAPSE Field Representative shall be permitted to appear on work sites during working hours for the purpose of determining whether there is compliance with the negotiated agreement, or to investigate and/or resolve Grievances, provided that they shall not meet with any employee while the employee is on work time and shall not disrupt or interfere with work performance of any employee. Representatives will check in at the main office and at the appropriate school building office before engaging in any such activities.

8.2) Bulletin Board/In-House Mail

A. The Union may use a designated Bulletin Board space in every school building to post and remove notices of Union activities and matters of concern related

to the school district. Union Representatives shall have access to such Bulletin Board space and the right to post and remove notices of Union activities. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or false or that tend to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall be an exception to this provision. Out of date items will be removed regularly.

- B. Union Representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The elected Officials of the Union shall be responsible for all materials as to quality and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory or false or that tend to impede or disrupt the normal operations of the District. Distribution of a notice of a legal strike shall be an exception to this provision. Any Union use of the Board's computers or communication systems shall be in accordance with Board policies and acceptable use provisions of Board policies.
- C. Each bargaining unit member shall be provided an e-mail address and be granted computer access.

### 8.3) Orientation

The Union President or designee shall be permitted to meet with all new employees for up to thirty (30) minutes within thirty (30) days of employment to discuss the benefits of union representation without loss of pay.

### 8.4) Rights to Leave for Union Business

Three (3) days of paid leave shall be granted to two (2) members of the bargaining unit for the purpose of attending the OAPSE annual delegate conference. Such leave will be granted upon written application from the President of the Local made not less than twenty (20) calendar days in advance to the Superintendent.

### 8.5) Board Agenda

The Local Union President may access the Board of Education meeting agenda through Board Docs no later than the day prior to the meeting. OAPSE Local 495 Representatives shall be permitted to address the Board by requesting to be on the Board of Education regular meeting agenda. Local 495 will not present grievances for discussion or pursue anything except information that it feels could impact the community and the school.

### 8.6) Use of Buildings and Equipment

- A. The Union shall have the right to use school buildings for Union meetings



after the teacher workday.

- B. The Union will submit an application for building use through the online system, providing reasonable advance notice of its desire to use a particular building for a meeting. The Union will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- C. The Union may use, after the teacher workday, school telephones, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. Bargaining unit members may use such equipment only after completion of their workday.
- D. The Union will provide or reimburse the school district for all supplies used and copies made.
- E. The Union will assume financial responsibility for any loss or damage to school equipment that is caused by Union use.

## Article 9: **MANAGEMENT RIGHTS**

### 9.1) Rights

The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio and the United States, including, but without limiting the generality of the foregoing rights:

- A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of the employee.
- B. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into contracts with private vendors for services.
- C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees.
- D. To determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
- E. To build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and take action on any matter in the event of an emergency.

- F. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, in adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with Constitution and Laws of the State of Ohio and the Constitution and the Laws of the United States.
- G. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency or exigent circumstances. The determination of whether or not an emergency or exigent circumstance exists is solely with the discretion of the Board.

Article 10: **CONTRACTING OUT**

10.1) Should District Contemplate Contracting Work

Should the school district contemplate contracting out work that would eliminate or decrease any classification of employees, the Board agrees to discuss with the OAPSE representatives changes under consideration. The Board, at the Union's request, will provide the Union the opportunity to be heard at a regular or special meeting of the Board on such matters before final Board action is taken. This Article does not diminish the authority of the Board as recognized by the Management Rights Article of this Agreement.

Article 11: **EMPLOYEE RECORDS**

11.1) Personnel File

- A. If a unit member and the Superintendent agree there is adequate evidence that certain material in the unit member's personnel file is irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach agreement and the unit member still feels the material contained in the file is irrelevant, inappropriate, or inaccurate, the unit member may attach a written statement to the disputed information including the date when filed.
- B. A unit member may inspect information placed in the unit member's file after a time has been arranged with the Director of Human Resources. This may occur during normal working hours and must be in the presence of an authorized person and as long as such inspection does not interfere with assigned responsibilities. The review of the unit member file will be made available to view by the unit member within three (3) business days of original request.

- C. Before responding to a public records request to examine part or all of a unit member's personnel file, the Administration will attempt to contact the employee and inform him/her of the fact that such a request has been made and the identity, if known, of the person or organization making the request. This provision does not apply to review of a unit member's file by the Superintendent (or designee), Board members, the Board's legal counsel, the unit member's representative and/or legal counsel, and central office personnel responsible for maintaining the file.

Such examinations shall be done during regular working hours in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

## **UNIT MEMBER WORKING CONDITIONS**

### Article 12: **WORKING CONDITIONS – HEALTH AND SAFETY**

#### 12.1) Board Responsibility

It is the responsibility of the Board to provide a safe work environment for all bargaining unit members. The Board shall comply with all Local, State, and Federal Health and Safety Laws. Further, the Board shall provide all tools and equipment necessary for the performance of work.

#### 12.2) Trainings

The Board will provide Health and Safety trainings, as needed.

#### 12.3) Employee Rights

Employees shall have the right to refuse to perform hazardous duty when an employee has a good faith belief that such duty would place the employee in peril, or expose the employee to a health hazard.

#### 12.4) Concerns

The Labor Management Committee shall meet to discuss and resolve health and safety concerns as they arise.

#### 12.5) Violation, Misinterpretation, Concerns

Any violation, misinterpretation, or concern regarding the provisions contained in this Article shall be resolved through the Labor Management Committee and shall not be subject to the Grievance Procedure.

Article 13: **UNIFORMS, KEYS, AND TOOLS**

13.1) Tools

The Employer agrees to furnish tools as may be necessary for safe operation and performance of duties.

13.2) Keys

The Employer will supply one set of physical keys to the unit member to ensure the employee is able to do the necessary work.

13.3) Uniforms

The Employer will furnish uniforms to maintenance and custodial employees as needed.

13.4) Equipment

Employee will be responsible for the cost of any district equipment lost or not returned.

Article 14: **TEMPORARY WORK ASSIGNMENTS**

- 14.1) Bargaining unit members may be assigned to perform duties of other classifications on a temporary basis when the needs of the district in the judgment of the Facilities Supervisor or the Superintendent so require. Examples include but are not limited to: mowing, urgent repairs, and projects that require additional labor to complete in a timely manner.

## **CONTRACTS AND EVALUATIONS**

### Article 15: **JOB DESCRIPTIONS**

#### 15.1) President Copies

The Union President shall be furnished with a copy of the job descriptions of each classification contained in the Recognition Article (Article 2) of this Agreement.

#### 15.2) Member Copies

Upon request of any bargaining unit member, the unit member shall receive a copy of their job description.

### Article 16: **PROBATIONARY PERIOD AND CONTRACT SEQUENCE**

#### 16.1) Probationary Period

There shall be a probationary period of one (1) year for new employees to allow the Employer to determine the fitness and adaptability of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. During such time a new employee shall have no seniority rights. Employees retained beyond the one-year period shall have their system seniority computed as of their date of hire into a regular assignment.

#### 16.2) Limited Contracts

Limited contracts shall be issued by the Board in the following progression:

- A. Up to one-year contract: upon initial employment
- B. Two-year contract: upon re-employment for the second contract
- C. Two-year contract: upon re-employment for the third contract
- D. Two-year contract: upon re-employment for the fourth contract
- E. Continuing contract: upon re-employment for the fifth contract.

16.3) Retire and Re-employment

An employee may retire and apply for re-employment. Re-employment into the same position will require public notice and hearing procedures required by law. Thus, the employee must provide at least four (4) months advance notice if the employee wishes to retire and be rehired. This provision shall not create any expectation of or right to be rehired. A retiree will be considered as any other applicant from outside the union for a vacancy.

16.4) Superseding ORC

This article shall supersede the provisions of the Ohio Revised Code Section 3319.081 and Chapter 124 and any other relevant legal provisions relating to employment contracts.

Article 17: **EMPLOYEE EVALUATION**

17.1) Classified Evaluations

Classified employees should be evaluated at least once per year. Evaluations must be made by the employee's Supervisor or appropriate administrator.

17.2) Deficient in a Given Area

Should an employee be found deficient in a given area, the evaluator will provide specific suggestions and/or instructions which are designed to improve the employee's job performance. Evaluations are intended as an instrument to assist the employee in improving their job performance.

17.3) Employee Review of Evaluations

Each employee shall have the opportunity to review any and all evaluations regarding their work. The employee shall acknowledge that the employee has read the evaluation by signing the evaluation form. The employee's signature does not constitute agreement or disagreement with the evaluation. If the employee refuses to sign the form, it will still be placed in the employee's personnel file.

17.4) Employee Comments

An employee may present written comments which shall be dated and entered as an attachment to the evaluation.

## Article 18: **DISCIPLINE AND DISCHARGE**

### 18.1) Grounds for Removal or Discipline

Employees may not be removed or disciplined except for reasons set forth in R.C. 3319.081, which include violation of written rules and regulations set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

### 18.2) Right and Purpose of Discipline

The Union recognizes the Administration's right to discipline Employees. In accordance with this Article. Discipline should be to instruct as well as to punish and should generally be progressive in nature, unless the seriousness of the violation warrants deviation from progressive discipline.

### 18.3) Penalties

Penalties for disciplinary action are: oral and written reprimands, suspensions, demotion, transfer, or termination. Only a suspension or termination is subject to the Grievance Procedure. For any other discipline, the employee may prepare a response, which will be placed in the employee's personnel file.

### 18.4) Procedures

Disciplinary actions shall be based on procedures which include the following:

- A. The employee will be notified of the specific nature of any conference or hearing. Employees have the right to have representation at any conference or hearing that may result in discipline.
- B. The employee shall have the right to present any related evidence on their behalf.
- C. Discipline shall generally be as follows unless the seriousness of the violation warrants deviation from the procedural order:
  1. Oral reprimand – with the topic of the reprimand and date issued noted in personnel file
  2. Written reprimand
  3. Suspension without pay
  4. Termination

- D. After two (2) years, the employee may request the Superintendent to remove discipline from their file. Whether to remove the item shall be in the sole discretion of the Superintendent.
- E. Employees are entitled to Union representation at any disciplinary hearing. No Employee will be disciplined without a hearing by the Superintendent or supervisor, unless the Employee specifically waives the hearing in writing. Notice of the hearing will be given to the Local Union President and the Employee in advance of the scheduled hearing.

## **TRANSFERS/RIF**

### Article 19: **SENIORITY**

#### 19.1) Seniority Definitions

- A. System Seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in the bargaining unit as follows:
  - 1. First – the most recent hire date (date of board meeting)
  - 2. Second – in the case of a tie, those unit members hired prior to July 1, 2014 will use the date the original application was received by the Personnel Department. Those unit members hired on or after July 1, 2014 will use the date original contract was received by the Personnel Department.
  - 3. Third – in the event of a tie after review of receipt date, as stated in 2. above, the highest social security number beginning with the number (digit) to farthest right and proceeding left until tie is broken, where 0 is the lowest and 9 is the highest.
- B. Job Classification Seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent entry into such classification. However, any employee who leaves a particular classification and subsequently returns shall regain their previously accumulated seniority. Any employee who leaves employment with the Board shall not regain their previously accumulated seniority.
- C. Board approved medical leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the bargaining unit member for the purpose of seniority and seniority-based benefits for a maximum of two (2) years.



- D. Time spent on authorized unpaid leave of absence (other than a board-approved medical leave) for one year or more shall not constitute a break in service but leave time shall not be counted in the calculation of seniority. Time spent on an unpaid leave of absence in which the unit member worked a minimum of 120 days or more during a contract year shall be counted in the calculation of seniority.

## Article 20: **FILLING VACANCIES**

### 20.1) Notification

All non-teaching employees will be notified of postings of vacancies electronically, with a link to the job postings.

### 20.2) Postings

All job vacancies shall be posted for a minimum of three (3) working days. The bargaining unit member desiring the posted position shall submit interest through the Application Tracking System prior to the close of the posting period. All postings shall contain the position's location(s), shift, hourly rate and pay range, and minimum qualifications as established per the job description.

### 20.3) Proxy Applications

The OAPSE President shall be permitted to enter a proxy application for anyone on vacation.

### 20.4) Moving to New Classification or Position

When an employee moves from one classification to another, the employee shall be placed at the Level of the respective pay scale consistent with experience as determined by administration within the new job classification that provides at least twenty-five (25) cents per hour above the salary schedule the employee is leaving. If an employee moves to a lesser responsibilities/lower pay category, the employee will be placed at the same level in the lower category.

### 20.5) Trial Period

All employees new to a classification or position shall serve a thirty (30) workday trial period. The employee shall have the right to return to their previous classification or position or one similar thereto, within that period of time. Likewise, the Board may return the employee to the previous classification or position or one similar thereto within the thirty (30) workday trial period.

### 20.6) New Hires

The Board of Education shall have the exclusive authority to place new hires from

outside the district, on the salary schedule up to step ten (10). Under no circumstance will a new hire from outside the district be placed on a step higher than ten (10).

Article 21: **LAYOFF AND RECALL**

21.1) Reduction in Force

- A. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.
- B. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, building closures, return to duty of regular employees from a leave of absence, suspension of schools, territorial changes affecting the district, financial reasons, or decreased enrollment of pupils, the following procedure shall govern such layoffs:
  - 1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
  - 2. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions.
- C. When any reduction occurs, the concept of classification seniority shall prevail. The classifications for purposes of Layoff and Recall (reduction in force) shall include: (1) Custodial, and (2) Maintenance.

However, if Ohio law requires or allows reduction in force on the basis factors other than seniority or length of employment/service, the parties will meet and discuss the other basis/factors and shall agree on the basis/factors for any reduction as pertains to revisions of ORC.
- D. Any employee directly affected by such a reduction shall be granted bumping rights.
- E. Bumping shall be exercised on the basis of system seniority. Any employee affected by such reduction may displace a less senior employee in a classification that the bumping employee previously worked.
- F. To the extent possible, thirty (30) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place,

1. a list containing names, board date of hire, and classification, and
2. a list containing which employees are to be laid off.

Copies of the two lists shall be sent to the Union President. To the extent possible, each employee to be laid off shall be given a thirty (30) day advance written notice of the layoff with a statement advising the employee of recall rights. The parties recognize that with the time required for bumping rights, each employee laid off may not receive thirty (30) days' notice before lay off.

- G. Vacancies shall be offered in writing by the employee standing highest on the appropriate recall list for the classification in which such vacancy occurs before the next person on the list is considered. The employee shall be notified by personal service or by registered or certified mail addressed to the employee's last known address.
- H. If a laid off employee does not respond to an offer of reinstatement within five (5) business days of sending it or if the laid off employee does not accept the certified mail containing the offer of reinstatement within five (5) business days of sending it, then the administration may offer reinstatement to the next employee on the reinstatement list. Acceptance of an offer of reinstatement by a laid off employee must be in writing or in an email.
- I. Any employee reduced in classification or laid off shall retain recall rights for a period of one (1) year during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours per week as previously held prior to layoff. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose their standing on the recall list. If reinstated, the employee shall resume all rights to placement on any salary schedule.

## Article 22: **TRANSFER AND REASSIGNMENTS**

### 22.1) Voluntary Transfers

- A. Procedures:
  1. Unit members shall have three (3) workdays from the date the notification is posted that a vacancy or vacancies exist to submit a request for a transfer form to the Superintendent/designee for the position(s) listed.
  2. If more than one (1) member applies for the vacant position, the member best qualified shall be appointed by the administration. If

none of applicants are qualified, the position may be filled from outside the District. If two applicants are equally qualified, then the applicant with the most classification seniority shall be appointed.

3. If the designated administrator does not receive any transfer request forms within the specified time or if none of the applicants are qualified, the administrator may accept applications from outside the District.
- B. If a unit member's request for a voluntary transfer is denied, the unit member will receive either a written or oral explanation of the reason from the Superintendent/designee

## 22.2) Involuntary Transfers

- A. Unit members involuntarily transferred shall be notified of the transfer at the earliest possible date.
- B. Upon request, unit members involuntarily transferred shall be provided the relevant reasons and need for the transfer either orally or in writing.
- C. Upon request, unit members involuntarily transferred shall have the opportunity to meet with the Superintendent regarding the transfer.

## **LEAVES**

### Article 23: **UNRESTRICTED PERSONAL LEAVE**

#### 23.1) Unrestricted Personal Leave

- A. The Board of Education shall, pursuant to the provisions of this article, provide for an employee's absence for personal necessity.
- B. Each employee shall be granted three (3) days of unrestricted personal leave.
- C. Staff members who are employed on or after the first day of the second semester will be granted one and one-half (1 ½) days of unrestricted leave for that school year.
- D. Such leave is to be granted upon entering the request in AESOP to the supervisor at least three (3) days prior to the requested date. When emergency situations arise making this compliance impossible, the supervisor shall be advised at the earliest possible opportunity.
- E. Personal leave may not be used during the first five (5) student days and last ten (10) student days of each school year except at the discretion of the Superintendent.

- F. The number of persons granted personal leave for any one (1) day will be limited to the demands of the District as determined by the Supervisor.
- G. Any balance of personal days at the end of the school year will be converted to the employee's sick leave balance.

Article 24: **UNCOMPENSATED LEAVE**

24.1) Uncompensated Leave

- A. The Board reserves the right to specify the conditions under which uncompensated leave may be taken.

- 1. Purpose

Uncompensated leave may be taken for public service commitment.

- 2. Eligibility

Extended uncompensated leave may not be granted to any regular classified employee with less than three (3) years of regular employment, unless for medical reasons

- 3. Application

- a. Request for uncompensated leave shall be made to the Board at least four (4) weeks in advance of the desired start date and must be accompanied by a physician's statement when the cause is medical.
- b. All applications are subject to approval by the Board.

- 4. Period of Leave

- a. Any employee absent from work due to the inability to perform the essential functions with or without reasonable accommodation shall be granted a leave of absence for not more than two (2) consecutive years. The District may require periodic updates and/or medical information from an employee during a leave. Failure to return to work upon the conclusion of such leave or failure to provide updates or medical information will be deemed cause for termination.
- b. Extensions for one (1) year maximum shall be considered upon proper application. Renewal shall require clear evidence that the District's interests will not be adversely affected.
- c. Such leave shall not be granted more than once in any 5-year period unless for unusual or special circumstances as determined by the Superintendent.

5. Commitment of Employee

- a. A leave of absence shall be used essentially and primarily for the purposes stated by the employee in the application for which the leave is granted. Any alteration of plans or purposes by the employee without the written approval of the Superintendent shall be considered by the Board as a termination of the employee's contract by the employee.
- b. The employee granted an uncompensated leave shall inform the Board at least sixty (60) days before the scheduled return date as to the employee's intentions.
- c. Unit members must notify the Superintendent by April 1st of intent to return from leave for the next school year. On or before March 1st, the Superintendent will send a certified letter to said employees. Failure to notify the Superintendent will result in automatic resignation.
- d. Upon return from leave for health reasons, the employee will furnish a physician's certificate stating that the employee is able to resume normal duties.

6. Commitment of Employer

- a. At the expiration of the uncompensated leave, the employee shall be offered a position for which the employee is qualified.
- b. Time on uncompensated leave shall not count as time on the job.
- c. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to their peers if the employee pays the premiums therefore and the insurance carrier approves.
- d. A unit member who has exhausted their accumulated sick leave shall be advanced five (5) days. Sick leave days will not be advanced in any amount that exceeds the number of days the member can earn by the end of their contract year.

Article 25: **SICK LEAVE**

25.1) Number of Days

Bargaining unit members shall receive fifteen (15) sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be cumulative up to three hundred (300) days.

## 25.2) Transfer of Days

The Board shall accept by transfer the accumulated sick leave up to 120 days which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten (10) years.

## 25.3) Use of Sick Leave

- A. Sick leave may be used for the following purposes and must have the approval of the Superintendent:
  - 1. For absence of the employee due to personal illness, pregnancy, injury, or exposure to a communicable disease which could be communicated to students.
  - 2. For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section, the employee's immediate family is defined to mean spouse, children, parents, brother, sister, or member of immediate household.
- B. The exact number of days granted under this section shall be determined by the circumstances.
- C. For absence due to death in the immediate family of an employee. In this section, the immediate family of an employee is defined to mean the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, or sister-in-law and any other relative of the employee as approved by the Superintendent. Sick leave may be used for the death of another person who has established a similar relationship to the employee.
- D. The exact number of days granted shall be determined by the Superintendent. At the discretion of the Superintendent one (1) day of sick leave may be granted for the death of a close friend.
- E. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal.
- F. In the case of doctor or dental appointments, or specialist, prior agreement should be made with the Supervisor and every effort made to schedule visits outside the regular workday.

## 25.4) Maternity/Paternity/Adoption Leave

A unit member may be granted leave for Maternity, Paternity and/or Adoption in accordance with the following conditions:

- A. A request for Maternity, Paternity and/or Adoption leave shall be filed with the Superintendent at least thirty (30) days prior to the effective date of leave. The request shall state the expected date of leave.
- B. Eligible unit members may use up to sixty (60) accrued sick leave days within twelve (12) weeks of the birth of the child for Maternity and Paternity purposes.
- C. Eligible unit members may utilize up to sixty (60) accrued sick leave days at any time during the first year after receiving defacto custody of the child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption.
- D. Maternity/Paternity/Adoption leave without pay:
  - 1. An eligible unit member may take unpaid leave for the purposes of Maternity, Paternity and/or Adoption pursuant to FMLA.
  - 2. Maternity/Paternity leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.
  - 3. Unit members granted unpaid Maternity, Paternity and/or Adoption Leave may maintain group insurance fringe benefits under the provisions in Article 24.

25.5) Eligibility for Sick Leave

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted work stoppage, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.

Article 26: **SICK LEAVE BANK**

26.1) Establishment and Purpose

A Sick Leave Bank (hereafter referred to as the "Bank") is hereby established to provide additional sick leave days to eligible employees who suffer from catastrophic illness and have exhausted their own sick leave.

26.2) Eligibility and Membership

- A. Eligibility: All employees covered under this agreement are eligible to participate in the Bank.



- B. Membership Requirement: To become and remain a member of the Bank, each employee must donate a minimum of one (1) sick leave day per year.
- C. Donation Deadline: Sick leave days must be donated by submitting a completed donation form no later than October 1<sup>st</sup> of each school year.

### 26.3) Administration

- A. Committee Appointment: The Union President shall appoint three (3) members to serve on the Sick Leave Bank Committee (hereafter referred to as the "Committee").
- B. Committee Responsibilities: The Committee is responsible for the administration of the Bank, including reviewing and approving or denying applications for sick leave days.

### 26.4) Application Process

- A. Application Submission: Employees suffering from a catastrophic illness must submit an application to the Committee to request additional sick leave days from the Bank.
- B. Review Process: The Committee will review each application within 10 business days and make a determination based on the merits of the case and the availability of days in the Bank.
- C. Decision Making: The Committee shall make decisions by majority vote. In exceptional cases, exceptions to the eligibility requirements or donation deadlines may be made by a unanimous vote of the Committee.

### 26.5) Definitions

Catastrophic Illness: For the purposes of this agreement, a catastrophic illness is defined as a severe illness or injury that requires prolonged recovery and prevents the employee from performing their job duties.

### 26.6) General Provisions

- A. Confidentiality: All applications and related medical information shall be kept confidential and shall only be reviewed by the Committee members.
- B. Annual Review: The Committee shall conduct an annual review of the Bank's operations and report to the Union President and the employer on its status and any recommended changes.

Article 27: **FAMILY MEDICAL LEAVE ACT**

27.1) FMLA

The Board and the Union shall each have all their respective rights and obligations under the Family and Medical Leave Act.

Article 28: **ASSAULT LEAVE**

28.1) Assault Definition

“Assault” means the causing of physical harm to an employee by any other person.

28.2) Assault Leave Absences

Any employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such employee’s employment, may (in accordance with Ohio Revised Code, Section 3319.143) use assault leave in lieu of sick leave subject only to the limitations prescribed in this section:

- A. The employee’s conduct was within the bounds of generally accepted standards of professional conduct;
- B. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
- C. The employee reports the incident to law enforcement officials;
- D. The employee submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
- E. The employee provides a physician’s statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.

28.3) Number of Days

The total number of days of paid leave provided under this section shall not exceed thirty (30).

Article 29: **VACATION AND HOLIDAYS**

29.1) Vacation

- A. Unit members serving eleven (11) or more months per year shall be entitled to an annual vacation, with pay. Vacation time shall be based on length of service in the District, while in a position eligible to earn vacation.

B. The Board reserves the right to specify the conditions under which vacation time may be taken.

C. Vacation Schedule: Unit Members (11-12 month employees only)

<u>Years of Service</u>	<u>11 month Vacation Days</u>	<u>12 month Vacation Days</u>
1-5	0.834 days per month	1 day per month
6-10	1 day per month	1.167 days per month
11-15	1.25 days per month	1.417 days per month
16-20	1.667 days per month	1.834 days per month

29.2) Holidays

A. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas

B. In addition to the above listed holidays:

1. The employee also receives one (1) extra day at Thanksgiving - the Friday following Thanksgiving.
2. The employee also receives one (1) extra day at Christmas with the day of the week to be determined annually when school workday calendars are set.
3. The employee is granted one (1) day for Good Friday.
4. The employee is granted one (1) day for President's Day.
5. The employee is granted one (1) day for New Year's Eve.
6. The employee is granted one (1) day for Juneteenth.

C. Holiday Regulations

1. If a holiday falls on a Saturday, the day off will be the Friday before.
2. If the holiday falls on a Sunday, the day off will be the Monday after.

D. All unit members shall be paid in full for approved holidays if such employees have accrued earnings on their next preceding and next following scheduled workdays before and after a holiday or were properly excused from attendance at work on either or both of those days.

E. The Superintendent may require a unit member to work on a holiday when, in the Superintendent's opinion, failure to do so would impair public safety, the safety of pupils, or would jeopardize school facilities.

### 29.3) Procedural Notes

- A. Employees who were hired mid-year and have worked at least 120 days under contract before June 30<sup>th</sup> of that year will advance one year of service.
- B. Employees who were hired mid-year and have worked less than 120 days under contract before June 30<sup>th</sup> of that year will remain at the same year of service until the beginning date of their next contract year.
- C. Employees may carry over a total of 20 vacation days.
- D. Summer vacation periods by unit members will be requested of the Director of Facilities in advance, and conflicting request will be determined by the employee who requested leave first. If two employees request on the same day, the requests will be determined by seniority. No more than four (4) unit members shall take vacation at the same time during the summer months, except with prior approval of Director of Facilities.
- E. Vacation time may be taken during the school term but only with approval of the employee's immediate Supervisor. No more than two (2) unit members shall take vacation at the same time during the school year, except with prior approval of the Director of Facilities.

If a new employee has prior service working for the State of Ohio or one of its political subdivisions (other than as an elected officer) in a vacation-earning position, and if the prior service immediately precedes the employee's service with the Canal Winchester Local School District, then the prior service will be counted for purposes of computing the employee's vacation leave.

### 29.4) Resignation from Employment

An employee who resigns from the District may only be paid up to a total of thirty (30) days.

\*Not to exceed the vacation leave accrued the two years immediately preceding the separation and the prorated portion of earned but unused vacation leave for the current year.

## **INSURANCE**

### Article 30: **INSURANCE COVERAGE**

#### 30.1) Plan Coverage

All coverage will remain equal to or greater than those currently in effect for the life of this Agreement. The Board has the right to change carriers but in no case may the Board reduce benefits or services unless recommended by the CWEA and the Board's Issues Council and approved by the CWEA's and the Board's

negotiation committees. Two members of OAPSE leadership will be included in the meetings with CWEA and the Board's Issues Council regarding any coverage changes. The Insurance Committee will continue to work on insurance plan design changes during the 2023-2024 school year to be ready for negotiations for a successor agreement.

30.2) Premiums

Premiums for life insurance, dental, and vision are to be paid by the Board at the percentages stated below for the duration of this Agreement unless altered as indicated in the last sentence of the above paragraph (30.1).

30.3) Medical – Single & Family

Premiums for HMO and medical coverage are to be paid at 85% for single plans and 75% for family plans for the duration of this Agreement period unless altered as indicated in the last sentence of the first paragraph (30.1)

30.4) Board Paid Amount

At no time shall the amount paid by the Board for individuals exceed that paid for family coverage, or should the amount paid by the Board for the HMO coverage ever exceed that paid for traditional medical coverage.

30.5) Insurance Contract

The Board will provide the Union with a copy of the complete insurance contract between the carrier, the administrative services and the Board in a timely fashion.

30.6) Life Insurance

Life insurance coverage shall be basic term life of \$45,000 per unit member with 100% premium payment by the Board.

30.7) Vision & Dental Insurance

The vision insurance plan shall be provided at 85% premium payment by the Board for single plans and 75% premium payment by the Board for family plans. The dental insurance plan shall be provided at 85% premium payment by the Board for single plans and 75% premium payment by the Board for family plans.

30.8) Obligations

Obligations of the insurance carrier to unit members for Basic Medical Expense Benefits, Major Medical Expense Benefits, Dental Expense Benefits and Vision Benefits are outlined in ADDENDUM (B) to this Agreement to serve as information to the unit members. This is meant to be a summary. The obligation of the insurance carrier(s) includes but is not necessarily limited to those items listed.

## **FINANCIAL BENEFITS, SALARIES, ETC.**

### Article 31: **DUES DEDUCTION**

#### 31.1) Authorization

Members of OAPSE Local #495 will execute an authorization for dues deduction on a form provided by OAPSE. Payroll deductions shall occur within sixty (60) days of employment of each new employee who authorizes a dues deduction authorization.

#### 31.2) Installments

Membership dues shall be paid twice per month in equal installments beginning with the first pay in July. Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of Local #495 as the Bargaining representative or until such time as the employee withdraws such authorization in writing in the manner specified in the Dues Deduction Authorization Application.

#### 31.3) Fair Share

The parties agree that in the event there is a change in federal or state law that authorizes fair share fees, the fair share language from the Contract that expired on June 30, 2021 will be added back to the Contract after the parties negotiate to agreement any required or necessary changes to that language.

### Article 32: **AFSCME PEOPLE DEDUCTION**

#### 32.1) Deduction Agreement

The Employer agrees to deduct from the wages of an employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization, in the amount of \$50, \$100, \$250, or \$500 per year. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union President. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union to an address provided by the Union President.

### Article 33: **CALAMITY DAYS**

When the Superintendent closes the schools due to an epidemic, weather, or other reason (calamity days), all unit members are required to report on time and work their entire workday assignment.

### 33.1) Reporting to Work

Unit members are not required to report to work on the first calamity day. A list of volunteers willing to work on a calamity day will be created at the beginning of the school year. If there is a need to require an employee to come into work, the list will be used on a rotating basis. If there are no volunteers who sign up for this work, work will be assigned on a rotating basis starting with the least senior employee. There will be no additional pay for this work.

Note: Beyond the first calamity day, at the Superintendent's discretion, in cases of inclement weather and/or other emergencies, the staff may not be required to report and shall be paid.

### 33.2) Leave Provisions

The provisions contained herein shall not preclude the use of any other leave provisions contained in this Negotiated Agreement. Nor shall these calamity day provisions allow for double payment whenever a calamity is declared concurrent to any other scheduled or unscheduled leave.

### 33.3) 2-Hour Delay

On a day that the Superintendent implements a delayed start, unit members may be required to report to work at their regular scheduled time.

## Article 34: **SCHEDULES AND OVERTIME**

### 34.1) Regular Work Week

The regular work week shall be forty (40) hours. The normal work pattern shall be five (5) consecutive workdays beginning with Monday and ending with Friday, but not all employees shall be on a normal work pattern.

### 34.2) Overtime Pay

The Board shall pay for overtime at the rate of time and one-half (1½) for all hours over forty (40) in a work week, or work performed on Saturdays, Sundays and Holidays. For purposes of overtime all hours actually worked shall be counted as hours worked.

### 34.3) Call-in Pay

All employees called in to work for emergencies shall be guaranteed a minimum of two (2) hours pay at double (2x) time if the hours cause the employee to work over forty (40) hours in the work week. If an employee is called in to work more than once in a day, the two (2) hour minimum applies to each occurrence of being called in to work. Employees will be called in on a rotating basis starting with the most senior. There will be no pyramiding of overtime for 34.2 and 34.3.

#### 34.4) Lunch Break

Lunch breaks may be scheduled by a supervisor for Day custodians. Lunch breaks should be scheduled so that the employee has an uninterrupted lunch period, except in emergency situations and will not be used for job assignments.

#### 34.5) Break Time

Employees working four (4) continuous hours daily shall be entitled to a paid fifteen (15) minute break. Employees working eight (8) hours daily shall be entitled to two (2) paid fifteen (15) minute breaks, in addition to the uninterrupted, unpaid lunch break. Employees shall not use work time to get ready for break or lunch, except for required clean-up of areas that cannot be left unattended or as is for the break. The fifteen-minute rest period may be scheduled by the supervisor. Rest periods should be taken at a time and in a manner so as to minimize interference with the productivity of the employee in their work unit.

If a custodian finishes their assigned area with time remaining in their workday, they are required to assist in other areas in the building until their workday ends.

#### 34.6) Summertime Hours

When offered by the administration, all second or third shift may at the employee's discretion work the first shift hours when school is not in session during the summer months. Examples of exceptions include projects that require two shifts or events that may require an employee in a building or at an event.

#### 34.7) Granting Overtime

- A. From July 1 to July 31 each year, all bargaining unit members may sign up for Event Overtime and for Situational Overtime. All new employees may be placed on the Event Overtime and Situational Overtime rotation lists within ten (10) days of hiring if they so desire. Maintenance employees who are on Weekend Call-in may not accept additional scheduled overtime for their scheduled Weekend Call-in (unless it is a last resort of emergency).
- B. Event Overtime shall be assigned via the seniority rotation list at least two (2) days in advance, whenever possible, but not more than 90 days in advance. The posted list will be available on the district shared drive. If an employee next on the rotation list refuses Event Overtime assignments or if the employee cannot be located with reasonable attempts to contact the employee, the Supervisor will go to the next employee on the roster, and the refusing/unavailable employee will be dropped to the bottom of the rotation list. Employees will provide contact information to their supervisor and will keep that contact information current.
- C. Situational Overtime lists for each building will be created for any event that



causes a reduction in the work force on any given day. The steps below shall be followed for Situational Overtime:

1. Substitutes shall be called in first;
2. Then employees who have signed the Situational Overtime list by seniority rotation.

Emergencies shall not be subject to the situational overtime lists. Emergency overtime shall be defined as any situation requiring work within seventy-two (72) hours or less.

- D. If an employee accepts an overtime assignment, the employee must fulfill that assignment unless an emergency arises.
- E. If a job being done requires overtime and specific skills are required, the Supervisor will select the most senior employee that can perform the work.
- F. If an employee is on duty and cannot complete a project that has been started, the employee may contact their supervisor to seek permission to stay after normal work hours to complete their required work or project. Granting such permission will not be reason for a grievance that the overtime list was not used.
- G. At all mandatory staff meetings, employees will be compensated at their normal rate of pay unless they are required to work overtime, then the employee will be compensated at time and one half (1 ½).
- H. Management reserves the right to assign employees to work overtime or to be on call-in status if volunteers are not available.
- I. Failure to obtain overtime by an employee shall not constitute a grievance subject to the grievance procedure, provided supervisor keeps documentation.

## Article 35: **SERS PICK UP**

### 35.1) Individual Contribution

The Board agrees to continue to treat a unit member's own individual SERS contribution (as opposed to the Board's own SERS contribution on the employee's behalf) as a mandatory salary reduction from the contract salary otherwise payable to such unit member.

### 35.2) Unit Member Contract Salary

The unit member's contract salary shall thus be restated:

- A. As consisting of:

1. a cash salary component and
  2. a pick-up component, which is equal to the amount of the unit member's contribution being picked up by the Board on behalf of the unit member.
- B. That the Board will contribute to SERS an amount equal to the unit member's required contribution to SERS for the account of each unit member and;
- C. That sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the unit member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the unit member's restated salary.

Article 36: **WAGES**

36.1) **Salaries**

\*See Addendums for Salary Schedules

36.2) **Additional Compensation**

Employees assigned to weld or assigned to perform chemical spraying who have a license for chemical spraying, will be compensated an additional \$1.00 per hour when performing these assigned duties.

Article 37: **DIRECT DEPOSIT INFORMATION**

37.1) **Availability**

Direct deposit information will be available in the Employee Access Center on each pay day.

Article 38: **SEVERANCE PAY**

38.1) **Terms**

Unit members entering service retirement after January 1, 2025, under the School Employees Retirement System (SERS) with fifteen (15) years of continuous service in the District, shall receive payment for the unit member's sick leave at the member's per diem rate.

<u>MINIMUM ACCRUED SICK LEAVE DAYS</u>	<u>MAXIMUM ACCRUED SICK LEAVE DAYS</u>	<u>PAID PERCENTAGE</u>
251	300	35%
201	250	25%
151	200	15%
0	150	5%

Grandfather current employees with at least ten (10) but less than fifteen (15) years of service in the district as of June 30, 2024 for severance purposes.

Payment on this basis shall eliminate all accrued sick leave credit.

38.2) Retirement Definition

For the purposes of this policy, "retirement" means retirement under the School Employees Retirement System (SERS) and does not include disability retirement until such retirement becomes permanent.

38.3) Qualifying

In order to qualify for severance pay for retirement purposes, an employee shall:

- A. Have made application within sixty (60) days following the effective date of retirement.
- B. Have served ten (10) or more years of active service covered by School Employees Retirement System (SERS) with the Canal Winchester Local School District.
- C. Express their intention to retire on or before the employee's last day of service.

38.4) If Approved

If approved, severance pay will be made by the Board in the following manner:

- A. Payment shall be made no later than sixty (60) days from time of departure.
- B. Such payment shall be made only once to an employee.

38.5) Elimination of Obligations

Payment of severance pay shall eliminate all obligations of the employer at the time of departure from any further payment or restoration of sick leave unused.

Article 39: **CRIMINAL HISTORY RECORD CHECK**

39.1) Requirements

In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) of each applicant the Superintendent recommends for employment and on a periodic basis.

39.2) Cost

The Board will pay up to \$50.00 cost for state and federal background checks required by the Ohio Revised Code as to a unit member. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks.

39.3) Currently-Employed Staff

A criminal background check is not required of any currently-employed staff member who is a candidate for another position in the District, unless otherwise required by law.

39.4) Administrative Guidelines

The Superintendent shall establish administrative guidelines that require an appropriate record check that complies with the law.

39.5) Records

Any information and records obtained from such inquiries are not public records and shall be kept confidential and not released or disseminated.

39.6) Provisional Employment

Should it be necessary to employ a person to maintain continuity of the District's operations, prior to receipt of the criminal history record, the Superintendent may employ the person on a provisional basis until the report is received.

39.7) Background Check Findings

All custodial, maintenance and grounds employees who are the subject of a criminal records check, including applicants hired provisionally in advance of a completed records check, and who it is determined have pled guilty to or been convicted of any offense enumerated under R.C. 3319.39 (B) (1) including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, shall not be hired or shall be released from employment, as applicable, unless such individual meets the rehabilitation standards adopted by the Ohio Department of Education under division (E) of that section at the time of the hiring and/or upon discovery of such plea or conviction by the Board.

## **MISCELLANEOUS**

### Article 40: **MISCELLANEOUS**

#### 40.1) Savings Clause

If, during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable State or Federal law, or valid Rule or Regulation adopted or repealed by a State or Federal Agency, the Parties agree to meet to Negotiate a lawful Alternate provision, if possible, under the Law relative to the affected Provision. Such meeting shall take place within thirty (30) days following a written request by either Party.

#### 40.2) Complete Agreement

This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between Board and the Union and constitutes the entire Agreement between Parties.

## **DURATION OF AGREEMENT**

### Article 41: **DURATION OF AGREEMENT**

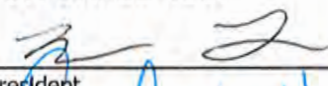
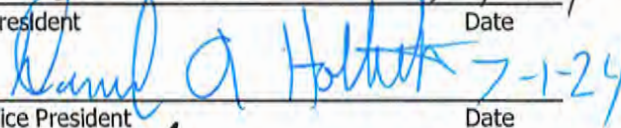
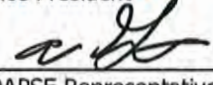
#### 41.1 Duration

This agreement shall be effective July 1, 2024 and shall remain in full force and effect until 12:00 midnight June 30, 2027.

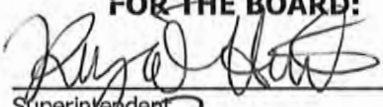
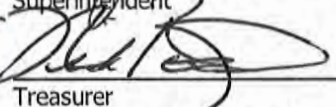

#### 42.1) Desire to Modify or Amend

If either Party desires to modify or amend this Agreement, it shall give written notice of such intent in accordance with the Negotiation Process Article herein to the other Party not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such Notice shall be by Certified Mail with Return Receipt. The Parties shall commence Negotiations within four (4) calendar weeks upon receiving Notice of Intent.

#### **FOR OAPSE 495:**

	<u>7-1-24</u>
President	Date
	<u>7-1-24</u>
Vice President	Date
	<u>6-28-24</u>
OAPSE Representative	Date

#### **FOR THE BOARD:**

	<u>7.1.2024</u>
Superintendent	Date
	<u>07/01/24</u>
Treasurer	Date
	<u>7.1.24</u>
District Administrator	Date

**ADDENDUMS**

**ADDENDUM A – ACCESS TO PERSONNEL FILES**

**Canal Winchester Local Schools  
100 Washington Street • Canal Winchester, Ohio 43110**

The Canal Winchester School District is committed to compliance with Ohio Revised Code Section 149.43 and Chapter 1347. Filling out any part or all of this form is not mandatory. However, consistent with Article 11 of the Board of Education's Collective Bargaining Agreement with the Ohio Association of Public School Employees Union Local #495, you are asked to provide the following information:

PLEASE FILL IN COMPLETELY: Date \_\_\_\_\_

File To Be Viewed: \_\_\_\_\_

Name of Employee \_\_\_\_\_

Name of Person Requesting  
Permission to Access File: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Name of Attorney (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Reason for requesting access to the above employee's Personnel File:  
\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT**

1. Upon submission to the office of the Treasurer of the above form, access will be granted promptly in light of all the relevant surrounding circumstances. The Administration will attempt to notify the employee of your request.
  
2. Examination of the file will be done during regular working hours (8-4) of the Board Office in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

## ADDENDUM B – SCHEDULE OF BENEFITS (MEDICAL)

**2024 Surest Standard Plan Designs - Ohio**  
**Case Effective July 01, 2024 through June 30, 2025**

*Property of Bind Benefits, Inc. d/b/a Surest, Do not distribute without written permission. © 2023. Patent Pending.*

Category	Plan Design Element	Plan A2500	
		In-Network	Out-of-Network
Overall Provisions	Deductible	None	
	Coinsurance (Plan Paid)	<b>100%</b>	
	OOP Limit Individual	\$2,500	\$8,000
	OOP Limit Family	\$5,000	\$16,000
Medical Coverage*	Preventive Care	\$0	\$60
	Virtual Care		
	Virtual Health (Primary and Urgent)	\$0	\$40
	Virtual Health (Specialty)	\$5 to \$40	\$40 to \$90
	Office Visit	\$5 to \$40	\$120
	Urgent Care	\$20	\$60
	Emergency Room	\$180	\$180
	Ambulance	\$80	\$80
	Maternity Delivery	\$350 to \$1,000	\$3,000
	Procedures (Office, Outpatient and Inpatient)	\$10 to \$2,000	Up to \$6,000
	Procedures (Inpatient and some Outpatient)	\$75 to \$2,000	Up to \$6,000
	Other inpatient hospital stay (inc. admission from ER)	\$1,000	\$3,000
	Rehabilitative Therapies	\$5 to \$35	Up to \$105
	Complex Imaging (Ex: MRI, CT, etc.)	\$40 to \$280	Up to \$840
	Routine Diagnostic Test (Ex: X-ray, Lab, Ultrasound)	\$0	\$0
Fertility Treatment	Not Covered	Not Covered	
Mental Health & Substance Use Disorder Office Visit	\$5	\$60	
Other Benefit Notes	OOP Limit Cross Application	In-Network copays accumulates towards In-Network & Out-of-Network OOP Limit	Out-of-Network copays do not accumulate to In-Network OOP Limit
	OOP Limit Accumulator	ERISA Plan Year accumulator	ERISA Plan Year accumulator
	Out of Network Reimbursement	N/A	<b>100% of Medicare Fee Schedule</b>
Pharmacy Coverage (OptumRx)**	<b>Pharmacy Alt Plan 1</b>		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$10	Not Covered
	Tier 2	\$35	Not Covered
	Tier 3	\$70	Not Covered
	Specialty Retail Pharmacy		
	Tier 1	\$10	Not Covered
	Tier 2	\$100	Not Covered
	Tier 3	\$200	Not Covered
	<b>Pharmacy Alt Plan 2</b>		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$10	Not Covered
	Tier 2	\$60	Not Covered
	Tier 3	\$90	Not Covered
	Specialty Retail Pharmacy		
	Tier 1	\$10	Not Covered
	Tier 2	\$150	Not Covered
	Tier 3	\$300	Not Covered
	<b>Pharmacy Alt Plan 3</b>		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$20	Not Covered
Tier 2	\$90	Not Covered	
Tier 3	\$150	Not Covered	
Specialty Retail Pharmacy			
Tier 1	\$20	Not Covered	
Tier 2	\$200	Not Covered	
Tier 3	\$500	Not Covered	

\*Place of Service - the Price (Copays) for some medical services and procedures are determined by the clinical setting in which the individual actually receives the care ("Place of Service"). For example, minor surgery in an office will incur an Office Visit price (copay), whereas minor surgery received in a hospital will incur an Outpatient Hospital Services and Surgery price (copay).

\*\* Retail and Mail Order 90 day ratio is 2.5

Insurance coverage is provided by All Savers Insurance Company (for FL, GA, OH, UT and VA), by UnitedHealthcare Insurance Company of IL (for IL), by UnitedHealthcare of Kentucky, Ltd. (for KY), or by UnitedHealthcare Insurance Company (for AL, AR, AZ, CO, DC, DE, GA, IA, ID, IN, KS, LA, MI, MN, MO, MS, MT, NC, NE, NH, NV, OK, PA, RI, SC, SD, TN, TX, UT, VA, WV, and WY). These policies have exclusions, limitations, and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact either your broker or the insuring company. Administrative services provided by Bind Benefits, Inc. d/b/a Surest, its affiliate United HealthCare Services, Inc., or by Bind Benefits, Inc. d/b/a Surest Administrators Services, in CA.



## ADDENDUM C – SCHEDULE OF BENEFITS (VISION)

Your VSP Vision Benefits Summary  
CANAL WINCHESTER LOCAL SCHOOLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:  
VSP Choice  
EFFECTIVE DATE:  
01/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>Your Coverage with a VSP Provider</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$10	Every 12 months
<b>ESSENTIAL MEDICAL EYE CARE</b>	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.</li> <li>Coordination with your medical coverage may apply. Ask your VSP doctor for details.</li> </ul>	\$0 per screening \$20 per exam	Available as needed
<b>PRESCRIPTION GLASSES</b>		<b>\$10</b>	
<b>FRAME*</b>	<ul style="list-style-type: none"> <li>\$150 featured frame brands allowance</li> <li>\$130 frame allowance</li> <li>20% savings on the amount over your allowance</li> <li>\$130 Walmart®/Sam's Club® frame allowance</li> <li>\$70 Costco® frame allowance</li> </ul>	Included in Prescription Glasses	Every 24 months
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 30% on other lens enhancements</li> </ul>	\$0 \$95 - \$105 \$150 - \$175	Every 12 months
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$120 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every 12 months
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="https://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>		
<b>YOUR COVERAGE GOES FURTHER IN-NETWORK</b>			
With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to <a href="https://vsp.com">vsp.com</a> to find an in-network provider.			

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.  
 †Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.  
 ‡Coverage with a retail chain may be different or not apply.  
 VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable law, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business. True-Heating is not available directly from VSP in the states of California and Washington.  
 To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on [vsp.com](https://vsp.com).  
 ©2024 Vision Service Plan. All rights reserved.  
 VSP, EyeConic, and WellVision Exam are registered trademarks of Vision Service Plan. Flexion and Dragen are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102296 VCCM  
 Classification: Restricted

## ADDENDUM D – SCHEDULE OF BENEFITS (DENTAL)



### Delta Dental PPO™ (Point-of-Service) Summary of Dental Plan Benefits For Group# 1678-0001, 0002, 0003, 0099 Canal Winchester Local Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

**Control Plan** - Delta Dental of Ohio

**Benefit Year** - January 1 through December 31

**Covered Services** -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs</b> - X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	80%	80%	80%
<b>Endodontic Services</b> - root canals	80%	80%	80%
<b>Periodontic Services</b> - to treat gum disease	80%	80%	80%
<b>Oral Surgery Services</b> - extractions and dental surgery	80%	80%	80%
<b>Other Basic Services</b> - misc. services	80%	80%	80%
<b>Relines and Repairs</b> - to prosthetic appliances	80%	80%	80%
<b>Major Services</b>			
<b>Major Restorative Services</b> - crowns	50%	50%	50%
<b>Prosthodontic Services</b> - bridges and dentures	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	50%	50%	50%
<b>Orthodontic Age Limit</b> -	No Age Limit	No Age Limit	No Age Limit

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional prophylaxes are payable per calendar year for individuals with a documented history of periodontal disease.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any three-year period.
- Sealants are payable once per tooth per lifetime for first and second permanent molars for people age 18 and under. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth per five-year period for children ages 8 through 19 if required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin or amelogenesis imperfecta.
- Composite resin (white) restorations are payable on posterior teeth.

KR#05375429

- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are not Covered Services.
- Crowns over implants and their related services are not Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and silver diamine fluoride treatment. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** - \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$850 per Member total per lifetime on orthodontic services.

**Payment for Orthodontic Service** - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

**Deductible** - \$25 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

**Waiting Period** - Enrollees who are eligible for Benefits are covered on the date of hire.

**Eligible People** - Full-time eligible employees who are regularly scheduled to work the number of hours specified in the appropriate bargaining agreement or school board policy. Persons employed on a temporary, casual, or leased basis are not considered eligible for coverage in this plan.

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

**Coordination of Benefits** - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which your employment is terminated.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)  
<https://www.DeltaDentalOH.com>  
 Contract Start Date: July 1, 2022  
 Document Creation Date: May 25, 2022

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ADDENDUM E – OAPSE SALARY SCHEDULE FY 2024-2025

Level	CATEGORY		
	01	02	03
	Maintenance Lead Custodian	Evening Building Custodian	Day Building Custodian
1	\$ 19.76	\$ 18.76	\$ 18.01
2	\$ 20.26	\$ 19.26	\$ 18.51
3	\$ 20.76	\$ 19.76	\$ 19.01
4	\$ 21.25	\$ 20.25	\$ 19.50
5	\$ 21.75	\$ 20.75	\$ 20.00
6	\$ 22.24	\$ 21.24	\$ 20.49
7	\$ 22.74	\$ 21.74	\$ 20.99
8	\$ 23.23	\$ 22.23	\$ 21.48
9	\$ 23.73	\$ 22.73	\$ 21.98
10	\$ 24.22	\$ 23.22	\$ 22.47
11	\$ 24.72	\$ 23.72	\$ 22.97
12	\$ 25.21	\$ 24.21	\$ 23.46
13	\$ 25.71	\$ 24.71	\$ 23.96
14	\$ 26.20	\$ 25.20	\$ 24.45
15	\$ 26.70	\$ 25.70	\$ 24.95
16	\$ 27.06	\$ 26.06	\$ 25.31
17	\$ 27.42	\$ 26.42	\$ 25.67
18	\$ 27.78	\$ 26.78	\$ 26.03
19	\$ 28.14	\$ 27.14	\$ 26.39
20	\$ 28.50	\$ 27.50	\$ 26.75
21	\$ 28.86	\$ 27.86	\$ 27.11
22	\$ 29.22	\$ 28.22	\$ 27.47
23	\$ 29.58	\$ 28.58	\$ 27.83
24	\$ 29.94	\$ 28.94	\$ 28.19
25	\$ 30.30	\$ 29.30	\$ 28.55

ADDENDUM F – OAPSE SALARY SCHEDULE FY 2025-2026

Level	CATEGORY		
	01	02	03
	Maintenance Lead Custodian	Evening Building Custodian	Day Building Custodian
1	\$ 20.40	\$ 19.40	\$ 18.65
2	\$ 20.92	\$ 19.92	\$ 19.17
3	\$ 21.43	\$ 20.43	\$ 19.68
4	\$ 21.94	\$ 20.94	\$ 20.19
5	\$ 22.46	\$ 21.46	\$ 20.71
6	\$ 22.97	\$ 21.97	\$ 21.22
7	\$ 23.48	\$ 22.48	\$ 21.73
8	\$ 24.00	\$ 23.00	\$ 22.25
9	\$ 24.51	\$ 23.51	\$ 22.76
10	\$ 25.02	\$ 24.02	\$ 23.27
11	\$ 25.53	\$ 24.53	\$ 23.78
12	\$ 26.05	\$ 25.05	\$ 24.30
13	\$ 26.56	\$ 25.56	\$ 24.81
14	\$ 27.07	\$ 26.07	\$ 25.32
15	\$ 27.59	\$ 26.59	\$ 25.84
16	\$ 27.96	\$ 26.96	\$ 26.21
17	\$ 28.33	\$ 27.33	\$ 26.58
18	\$ 28.70	\$ 27.70	\$ 26.95
19	\$ 29.08	\$ 28.08	\$ 27.33
20	\$ 29.45	\$ 28.45	\$ 27.70
21	\$ 29.82	\$ 28.82	\$ 28.07
22	\$ 30.20	\$ 29.20	\$ 28.45
23	\$ 30.57	\$ 29.57	\$ 28.82
24	\$ 30.94	\$ 29.94	\$ 29.19
25	\$ 31.32	\$ 30.32	\$ 29.57



ADDENDUM G – OAPSE SALARY SCHEDULE FY 2026-2027

Level	CATEGORY		
	01	02	03
	Maintenance Lead Custodian	Evening Building Custodian	Day Building Custodian
1	\$ 21.06	\$ 20.06	\$ 19.31
2	\$ 21.60	\$ 20.60	\$ 19.85
3	\$ 22.13	\$ 21.13	\$ 20.38
4	\$ 22.66	\$ 21.66	\$ 20.91
5	\$ 23.19	\$ 22.19	\$ 21.44
6	\$ 23.72	\$ 22.72	\$ 21.97
7	\$ 24.25	\$ 23.25	\$ 22.50
8	\$ 24.78	\$ 23.78	\$ 23.03
9	\$ 25.31	\$ 24.31	\$ 23.56
10	\$ 25.84	\$ 24.84	\$ 24.09
11	\$ 26.38	\$ 25.38	\$ 24.63
12	\$ 26.91	\$ 25.91	\$ 25.16
13	\$ 27.44	\$ 26.44	\$ 25.69
14	\$ 27.97	\$ 26.97	\$ 26.22
15	\$ 28.50	\$ 27.50	\$ 26.75
16	\$ 28.89	\$ 27.89	\$ 27.14
17	\$ 29.27	\$ 28.27	\$ 27.52
18	\$ 29.66	\$ 28.66	\$ 27.91
19	\$ 30.04	\$ 29.04	\$ 28.29
20	\$ 30.43	\$ 29.43	\$ 28.68
21	\$ 30.82	\$ 29.82	\$ 29.07
22	\$ 31.20	\$ 30.20	\$ 29.45
23	\$ 31.59	\$ 30.59	\$ 29.84
24	\$ 31.98	\$ 30.98	\$ 30.23
25	\$ 32.36	\$ 31.36	\$ 30.61