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**COLUMBUS  
SCHOOL  
EMPLOYEES  
ASSOCIATION**

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**AGREEMENT**

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*September 1, 1990 - August 31, 1993*

8/20/90  
8/21/90  
8/22/90  
8/23/90

**OAPSE/AFSCME/AFL-CIO  
Ohio Local 4**

8/93

AGREEMENT  
BETWEEN  
COLUMBUS BOARD OF EDUCATION  
AND  
COLUMBUS SCHOOL EMPLOYEES ASSOCIATION  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)  
AFSCME LOCAL 4, AFL-CIO

Effective September 1, 1990

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## A G R E E M E N T

THIS AGREEMENT, entered into at Columbus, Ohio, June 27, 1990, between the BOARD OF EDUCATION OF THE CITY OF COLUMBUS SCHOOL DISTRICT (hereinafter referred to as the "Board"), and the COLUMBUS SCHOOL EMPLOYEES ASSOCIATION, the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)/AFSCME LOCAL 4, AFL-CIO (hereinafter referred to as the "Union")

### ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for all employees in the following described unit:

The bargaining unit includes all full-time and regular part-time Civil Service Employees of the school district and all educational aides employed by the school district, except that supervisory, confidential, and management level employees, as those terms are defined in Ohio Revised Code Section 4117.01(F), (J), and (K), are excluded from the bargaining unit. Such supervisory and management level employees are not included in the list of classifications paid in accordance with the pay ranges adopted in connection with this agreement.

- 1.2 The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.

### ARTICLE 2 UNION SECURITY AND DUES CHECKOFF

- 2.1 The Board agrees to continue to honor dues deduction authorizations executed by the employee in favor of the Union in accordance with provisions of the Revised Code of Ohio.
- 2.2 All employees who are not members of the Union shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Union to the Board's Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Union meeting all requirements of applicable state and federal law. Such agency fee shall be automatically deducted from such employees' paychecks.

- 2.3 Union dues and agency fees, as certified annually on September 1 shall be deducted in nine, ten, eleven, or twelve (determined by the employee's normal months employed) equal and consecutive installments. The charge made by the Board for such deduction privileges shall not be more than fifteen cents (\$.15) for such deductions up to twelve (12) in a year. Such charge may be deducted from the first installment of the employee dues or fees. The Union agrees that dues and fee deductions for all chapters under the jurisdiction of the Columbus School Employees Association (CSEA) shall be paid directly to the OAPSE State Office. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates
- 2.4 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable law of like subject matter
- 2.5 The Union shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article

### ARTICLE 3 UNION REPRESENTATION

- 3.1 The Union may designate Union Stewards at each school building or physically separated establishment or work area of the Board, one of whom shall be designated the Chief Steward. The Chief Steward and any other Union Steward shall be identified by location by the Union for the Board. Union business, including the investigation or processing of grievances shall not be conducted by such stewards on school board time and shall not, in fact, interfere with the work assignment of any other employee.
- 3.2 The President of the CSEA or, in his absence, the vice president of CSEA, shall have the privileges accorded to Union Stewards.
- 3.3 Official OAPSE field representatives and/or Union Stewards may consult with employees of the bargaining unit before the start of and at the completion of the day's work and shall be permitted access to work areas at such times only for the purposes of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended to include access to work areas at other times subject to the approval of the head supervisory person in the building and subject to the understanding that work assignments are not, in fact, to be interfered with,

except with approval of the head supervisory person in the building. Visits in accordance with the immediately preceding sentence shall be by prior arrangement with the head supervisory person except in an emergency. Such a field representative, Union Steward, or CSEA officer shall, after entering a building during normal school hours, first inform the head supervisory person in the building of his presence. The Board will be supplied with a list of authorized field representatives, Union Stewards, and CSEA officers, which list shall be kept current by the Union. The Board shall furnish to the Union the names of the head supervisors of all work locations.

- 3.4 The Board agrees to make available to the Union a list of the names and addresses of employees eligible for the bargaining unit setting forth the job classifications and work locations to which each new employee is assigned. Such list will be made available every month.
- 3.5 A limit of one Union Steward involved in the attendance at a grievance hearing for any step of the grievance procedure, after the grievance has been reduced to writing, shall be provided released time in connection with attendance at such grievance proceeding.
- 3.6 There is hereby established OAPSE Day, which day shall be the same day as COTA Day on the school calendar. Bargaining unit employees shall be released without loss of salary to attend the annual district OAPSE meeting as a professional day on such day. An employee wishing to attend the OAPSE meeting shall make a prior written request to his immediate superior as defined in Section 8 2 of this Agreement. Where the operation of the school district requires that certain personnel be on duty, priority in the following order shall be given to those making a written request to attend OAPSE Day:
  - A. Officer of the OAPSE Central District;
  - B. Officers of the CSEA;
  - C. Local officers;
  - D. Others

**ARTICLE 4**  
**MANAGEMENT CLAUSE**

- 4.1 The Board retains the sole right and authority to manage the schools of the Columbus City School District. Except as limited by the specific terms of this Agreement this shall include, but not be limited to, the right to direct the Civil Service work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote the employees; to schedule the days and hours of work, and starting and quitting times of employees; to hire, discharge and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools.

- 4.2 The Columbus Board of Education must notify the CSEA of any intention to subcontract any bargaining unit work and to give the Union an opportunity to be heard at a public meeting of the Board on such matters before a decision is made. It being understood that this notice applies to proposals for a change in policy requiring Board action as contrasted with the emergency, temporary or short-term project employment situations in which the administration has authority to act without specific prior Board action. After any decision to subcontract under the above provision, the impact upon bargaining unit employees will be discussed in the conference committee established under Section 16.3 of this Agreement. Nothing in this subsection shall be construed to limit the right of the Union to pursue other available legal remedies.
- 4.3 During the term of this Agreement the Board shall not layoff any members of the bargaining unit as a result of the subcontracting of work being performed by members of the bargaining unit, whether such a resulting layoff actually precedes or follows the initiation of the subcontracted work.
- 4.4 During the term of this Agreement, Columbus Public Schools' pupils being transported by school bus for Columbus Public Schools' summer programs at Board expense shall be transported on Board-owned school buses driven by Board employees.
- 4.5 In the event the placing in a school cafeteria of vending machines or automatic dispensing machines results in a reduction in the required personnel or their hours, the affected personnel shall not be reduced in classification or number of scheduled hours prior to being offered reassignment to a position with the same classification and number of scheduled hours except that such personnel may be assigned duties (no reduction in pay) related to a lower classification prior to being offered said reassignment position. Such offered position shall be the vacancy after the first posting.
- 4.6 The Board shall make it a practice to discuss with the Union, in advance, changes in working conditions which affect multiple classifications of employees or affect employees within a classification throughout the district. This provision is not intended to apply to changes in duties which are permissible under Civil Service Rules and Regulations but is intended to refer to significant system wide matters such as Section 16.18. This Section 4.6 shall not be subject to Articles 8 and 9.
- 4.7 A. A classified civil service employee shall not be assigned work in violation of the employee's class specification, Columbus City Civil Service Commission Rules and Regulations and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working conditions for a classified civil service employee. An Educational Aide shall not be assigned work in violation of the employee's class specification, Section 3319.088 of the Ohio Revised Code and the specific terms of this Agreement and any assignment of work which does not violate the same shall not be considered a change in working

conditions for an Educational Aide. In the event that the Board assigns work to an employee which the Union contends is a violation of this Section, the Board, upon notification from the Union, shall meet with the Union to discuss whether there has been a change in working conditions for an employee. If the Board and the Union are unable to satisfactorily resolve a dispute concerning a question of whether there has been a change in working conditions for an employee, the Union may, within ten (10) calendar days after the Board and Union meet, submit the matter for a decision to (1) the Civil Service Commission in the case of a question concerning a classified civil service employee and (2) an arbitrator in the case of a question concerning an Educational Aide. If the Civil Service Commission declines to exercise or grant jurisdiction, the Union shall have the right to proceed to arbitration on a question concerning a classified civil service employee. Arbitration proceedings under this Section shall be held in accordance with Article 9.

- B. Prior to requesting the Civil Service Commission to make any change which creates a new bargaining unit classification or affects an existing bargaining unit classification (including any changes in duties, typical tasks or definitions), the Board shall notify the Union of its intention to make such changes and, upon request of the Union, shall provide to the CSEA President or his designee all information which is proposed to be submitted to the Civil Service Commission and will further advise the CSEA President or his designee of the date the Civil Service Commission will consider the Board's request.
- C. Whenever the Board proposes to create a new bargaining unit classification, the Board will negotiate the pay range for such classification with the Union.

#### ARTICLE 5 UNION DUTIES

- 5.1 The Union shall represent all employees of the school system within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

#### ARTICLE 6 DISCRIMINATION AND COERCION

- 6.1 There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of such employee's race, color, creed, sex, age, national origin, or membership or non-membership in the Union.
- 6.2 All use of the terms "he," "his," or "him" in this Agreement shall be interpreted as referring to both female and male employees.

**ARTICLE 7**  
**CONTINUOUS PERFORMANCE PLEDGE**

- 7 1 The members of the Union agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. In the event that the Union violates this provision, they shall be subject to appropriate penalties by the Board; provided, however, that any dispute as to whether this provision has been violated shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.
- 7 2 In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of members of the Union except if such "lockout" is a result of the Board's inability to pay which results in the closing of all regular schools. In the event the Board determines it is necessary to close all schools in connection with actions of Board employees who are not members of the bargaining unit, school-year employees who are members of the bargaining unit may have their work year adjusted by the Board to accommodate the pupil attendance days in the adjusted school calendar provided no such school-year employee, except as a result of being on an unpaid status, shall have their days of work or their total salary for the school year reduced by such adjusted school calendar. Such adjusted work year shall not be considered a "lockout". Any dispute as to whether this provision has been violated shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.
- 7 3 Any classified employee who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 8.
- 7 4 The Union will make every reasonable effort to prevent or terminate violations of this Pledge.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

- 8.1 A grievance is defined to be any question or controversy between any employee or the Union with the Board involving:
- A. The interpretation or application of the provisions of this Agreement;
  - B. The effect, reasonableness, or application of any work rule established or enforced by the Board;
  - C. The discipline or discharge of any employee.

When such problems arise, an attempt should be made by the employee, the Union Steward, and the employee's immediate superior to settle them informally. A problem which cannot be resolved informally will be processed as a grievance.

8 2    Each grievance shall be processed in the following manner:

Step 1   Within ten (10) calendar days after either an employee or the Union has knowledge of the incident which is the subject of the grievance, the employee involved (or the Union, as provided in 8.5 below) will reduce his grievance to writing, on forms to be agreed upon, and will submit it to his immediate superior, who is a supervisor or administrator. (In order to preserve his Civil Service appeal rights, a grievant must also complete and submit an appeal form and a copy of the grievance to the Board's Civil Service Office within ten (10) calendar days of such occurrence. The appeal will be held until the appropriate step within the grievance process. Upon notification to the Board's Civil Service Office by the employee or the Union that Step 3 has been reached, the appeal will be activated.) Within five (5) work days after the grievance is submitted, a hearing officer chosen by the Board will discuss the grievance with the employee involved and attempt to resolve it. Within five (5) work days after this discussion, the hearing officer will state his decision in writing, attach it to the grievance form, and provide a complete copy to the grievant.

Step 2.   If the grievant is not satisfied with the decision concerning his grievance made by the hearing officer, he may, within five (5) work days of his receipt of such decision, request such hearing officer to forward his grievance to the Superintendent of Schools for hearing. The Superintendent of Schools, or his designated representative, will schedule a hearing on the grievance within ten (10) work days of its receipt by him and will notify the employee and the Union of the time and place of such hearing. Within five (5) work days following such hearing, the Superintendent of Schools or his designee shall state his decision in writing, attach it to the grievance form, and forward a complete copy to the grievant.

Step 3   If the grievance is not resolved at Step 2, the employee and/or the Union, within five (5) work days following receipt of the Step 2 response, shall have the right to continue the grievance as an appeal to the Municipal Civil Service Commission of the City of Columbus in accordance with the procedures established by said Commission and as hereinafter provided in Section 8.8, provided the appeal was filed with the Board's Civil Service Office within the prescribed ten (10) day time period. In the event the grievance concerns a matter over which the Columbus Municipal Civil Service Commission refuses to exercise or grant jurisdiction, the Union shall have the recourse to the arbitration procedure provided for in Article 9.

- 8.3 The failure of the grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal in all cases (except one in which the Municipal Civil Service Commission exercises jurisdiction), and a final disposition of the grievance shall be made on the basis of the last decision given so far as the Board of Education grievance steps are applied.
- 8.4 Unless mutually agreed otherwise, all grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities, except that Step 1 hearings shall be held during the grievant's normal work day (span of day for bus drivers) unless, at the discretion of the Board, the Step 1 hearing is held at the assigned work location of the grievant. A representative of the Union may accompany and represent the grievant at all steps of the grievance procedure, and the grievant shall have the right to present witnesses and question such witnesses on the matter of the grievance and shall have the right to present any other relevant evidence in his own behalf. An employee shall not be represented or accompanied by any other representative but an official Union representative at any grievance or arbitration hearing. An employee may represent himself in Step 1 or in Step 2 of this procedure.
- 8.5 In the event there is a grievance which affects a number of employees or which involves a condition of general concern to the employees, it may be submitted as a grievance at Step 2 by the Union, provided:
- A. The grievance involves employees at more than one work location, or
  - B. The grievance involves employees in more than one department, as listed in Article 10.1 B, assigned to the same work location
- 8.6 No reprisals of any kind shall be taken by the Board or any member of the Administration against any party filing a grievance or any member of the grievance committee or any other participants in the grievance procedure by reason of such participation.
- 8.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 8.8 In the event the Columbus Municipal Civil Service Commission refuses to exercise jurisdiction over a grievance which has been submitted to it or in the event it is finally determined that the Columbus Municipal Civil Service Commission has no jurisdiction over the grievance, the Union may request arbitration. Arbitration must be requested in writing within thirty-five (35) calendar days after receipt of the written answer given by the Superintendent of Schools or his designee under Step 2 of the grievance procedures, or within thirty-five (35) calendar days after receipt of the refusal by the Municipal Civil Service Commission to exercise or

grant jurisdiction, or of a final determination that the Municipal Civil Service Commission has no jurisdiction over the grievance, whichever is later.

**ARTICLE 9**  
**ARBITRATION**

- 9.1 Within five (5) working days after the notice requesting arbitration has been served on the Board, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties immediately and jointly shall request the American Arbitration Association to submit to them a panel of five (5) arbitrators from which the Board and the Union ~~shall~~ alternately strike names until one name remains, and this person shall be the arbitrator.
- 9.2 The decision of the arbitrator shall be final and binding upon the parties.
- 9.3 The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances and disputes between the parties as to the interpretation, or application, of this Agreement shall be subject to arbitration as herein provided. General wage scale and other economic issues, as well as the extension, renegotiation or renewal of this Agreement shall not be subject to arbitration except as provided in the Procedures for Negotiations.
- 9.4 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings shall be made. Each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy.

**ARTICLE 10**  
**SENIORITY**

- 10.1 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the Civil Service laws of the City of Columbus insofar as they affect appointment, promotions, and tenure.

- A. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire
- B. Department seniority shall be defined as the length of employment by an employee in a particular department as computed from the employee's most recent date of entry into such department. For the purposes of this provision, the following departments shall be deemed to exist.
  - (1) Custodial
  - (2) Truck Driver
  - (3) Maintenance
  - (4) Transportation
  - (5) Food Service
  - (6) School Clerical and Administrative and other Clerical
  - (7) Data Processing
  - (8) Educational Aides
  - (9) Vehicle Maintenance
  - (10) Special Education Child Care Attendants and Intervention Aides
  - (11) Warehouse Personnel
- C. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job classifications set forth on the salary schedule as published by the Board of Education
- D. Building seniority shall be defined as the length of employment by an employee in a particular building as computed from the employee's most recent date of entry into such building. For the purposes of this Agreement, the building at 270 East State Street and its annexes on Fifth and Sixth Streets shall be considered as one building.
- E. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only regular full-time or regular part-time employees shall accumulate seniority
- F. There shall be a probationary period of one hundred twenty (120) days or the probationary period established by the Columbus Municipal Civil Service Commission if other than one hundred twenty (120) days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do

the work required. During such time a new employee shall have no seniority rights, and his qualifications to do the work required, or his discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond this probationary period shall have their system seniority computed as of their date of hire; their department seniority computed as of their latest date of entry into the department; their job classification seniority computed as of their latest date of entry into the job classification; and their building seniority computed as of their latest date of entry into the building.

G. (1) Appointments and promotions in all classified positions shall be made in accordance with the rules of the Civil Service Commission of the City of Columbus except when the Ohio Revised Code takes precedence.

(2) When a vacancy is to be filled in a class within the bargaining unit and no Civil Service eligible list is available, the Board will provisionally appoint one (1) of the three (3) most senior Board employees in the class eligible for promotion to the provisional position, provided at least three (3) eligible Board employees apply for such provisional promotion. Such appointment shall be made in a manner so as not to permit the provisional Board employee to gain permanent status in the provisional position without a test.

(3) When a vacancy is to be filled in a class which is the first level supervisor class above the bargaining unit series and no Civil Service eligible list is available, the Board may either make a limited provisional appointment of an eligible Board employee of its choice in such a manner as to not permit the provisional Board employee to gain permanent status in the provisional position without a test, or the Board may provisionally appoint the most senior eligible Board employee making application for the position.

H. Employees with system seniority who change departments or change job classification shall not accumulate department seniority or job classification seniority in their new department or job classification during their probationary period as provided in 10.1 F, but shall continue to retain their seniority in their former job classification or department during this period. Upon completion of the probationary period as provided in 10.1 F, such employees shall acquire seniority in the new department or job classification dating from their most recent date of entry into such department or job classification and shall no longer retain their former department or former job classification, except as provided in Section 10.5.

I. Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in Article 10.1.

- J. During the probationary period set forth in 10.1 F, employees promoted or laterally reassigned to a classification within the bargaining unit shall have the option of returning to the former classification with no interruption of seniority in the event the Board determines that the performance of the employee is unsatisfactory during such probationary period
- K. When an employee is reassigned to a classified non-bargaining unit position, the employee shall retain the seniority accumulated prior to the reassignment. Further, while the employee remains in the non-bargaining unit position, the employee shall, for a period of up to one (1) year, accumulate seniority as if the employee had not left the bargaining unit. At the end of that one-year period no further bargaining unit seniority shall accumulate. In the event the employee returns to the bargaining unit for any reason, the employee shall be credited with the seniority accumulated prior to the transfer from the bargaining unit plus any seniority accumulated in the non-bargaining unit position up to a maximum of one (1) year

10.2 Assignment of Work Location-Permanent Transfer and Bidding Procedure

It shall be the policy of the Board of Education to use seniority as one of the determining factors in permanently filling vacancies or in the assignment of work locations within a department. In addition to this provision, the following specific provisions as provided in the remainder of this Article shall apply

10.3 School Clerical Position

- A. A notice indicating that a permanent job opening in a school exists (or is expected to exist, if known ahead of the actual vacancy), setting forth the job classification required and the location of the school involved, shall be posted on an appropriate bulletin board in each school for five (5) work days, and a copy of said notice shall be sent to the President of the Union.
- B. Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for said job opening by sending a request for transfer on the appropriate form to the Director of Classified Personnel.
- C. The job opening shall be awarded to the applicant having the highest job classification seniority.

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Such subsequent vacancies in work locations shall be filled as follows:

- D. The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location

E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.

F. The posting, assignment, and transfer to positions for Account Clerk I shall be processed as provided in A through E above recognizing that adjustments to the cluster may be necessary from time to time

No new employee, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board.

10.4 Custodial

A. When a vacancy occurs within a building, custodial employees within that building in the requisite classification shall be given an opportunity to make a choice of shifts on the basis of their building seniority.

B. After the employees having building seniority have been given their choice of shifts as indicated above, a notice indicating that a permanent job opening exists shall be posted on the bulletin board in each school or building for five (5) days, and a copy shall be sent to the President of the Union. Such notice shall indicate the location of the building, the position available and the shift involved.

C. Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for such job opening by sending a request for transfer on the appropriate form to the Director of Classified Personnel.

D. The job opening shall be awarded to the applicant with the highest job classification seniority who has filed a request for transfer.

After the vacancy within a building has been filled by the above procedure, the Board shall not be required to post further vacancies resulting from such transfer. The resulting vacancy in another building created by such transfer shall be filled as follows.

- E After custodial employees in the requisite classification with building seniority have been given an opportunity to choose their shifts, a transfer shall be made by awarding the resulting vacancy to any person in the appropriate job classification who has on file an application for transfer to such location, on the basis of his job classification seniority
- F After the transfer procedures have been completed, remaining vacancies shall be filled by promotional examination, as applicable, or by appointment under the rules and regulations of the Civil Service Commission

No new employee, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school.

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board.

#### 10.5 Cafeteria

- A. A notice indicating that a permanent job opening exists, setting forth the job classification required and the location of the food service facility, shall be posted on the bulletin board in each food service facility for five (5) work days and a copy of said notice shall be sent to the President of the Union.
- B. Within three (3) work days after the last day of posting, employees with department seniority in the requisite job classification may apply for said job opening by sending a request for transfer on the appropriate form to the Director of Classified Personnel
- C. The job opening shall be awarded to the applicant having the highest job classification seniority.

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Subsequent vacancies in work locations shall be filled as follows.

- D. The Board shall fill such subsequent vacancies by transferring any person with the appropriate job classification who has on file an application for transfer to such location on the basis of job classification seniority

- E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.

No new employee, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board

F. Extra work on days when lunches are not being provided at the Food Production Center shall be offered on the basis of job classification seniority to employees with the appropriate job classification who are assigned to the Food Production Center.

G. Regular employees in the appropriate classification shall be offered overtime or extra time at the Food Production Center before substitutes

10.6 Educational Aides

- A. Not later than May 1 of each year, the Director of Educational Aides shall prepare a list of all known vacancies in educational aides' positions for the following year. Copies of this list will be posted in each school.
- B. Educational aides to be considered for such vacancies shall apply to the Director of Educational Aides not later than May 15
- C. The Board shall consider job classification seniority as one of the determining factors in selecting among the applicants whose qualifications are relatively equal
- D. Educational aides shall be notified of their school assignment for the next school year no later than their last assigned work day in June. Such notification shall not be a guarantee of reemployment for the following school year if layoff is in accordance with law or this Agreement.
- E. Educational aides who return to an assignment in September as a result of notification in accordance with D above and who are reduced in hours at the beginning of the school year as a result of a reduction in hours in that location, and educational aides whose hours are reduced after the beginning

of the school year will be furnished a list of known educational aide position vacancies during the first week of school or at the time after September when the reduction in hours occurs and such educational aides will be given an opportunity to apply for such vacancies. Vacancies shall be awarded on the basis of system seniority to the senior educational aide applying.

- F Whenever there is a new classification of educational aide established, notice of such classification shall be distributed in accordance with the procedures provided in 10.13. In awarding the position, the Board shall give the position to the qualified educational aide when selecting among applicants whose qualifications are relatively equal
- G. In the event there is an increase or decrease in the authorized hours for educational aides in a school, such increase or decrease will be first offered to existing educational aides on the basis of system seniority except where the principal determines that such seniority approach will detract from the school program.
- H Title I and DPPF aides shall not be required to perform duties related to the general supervision of pupils (playgrounds, lunchrooms, hallways, and restrooms) in excess of the percentage of time permitted by lawful regulations of the funding agency. (The current limitation is 10 percent, and the limitation provided in this section shall be automatically adjusted with changes in such limitation)
- I. Educational aides shall not be required to work playground duty when the severity of weather conditions is such that, as determined by the principal, teachers would not be required to work playground duty.
- J. In the event the Board determines that it is necessary to reduce the number of hours for existing educational aides or to layoff educational aides, Board representatives will first discuss the matter with Union representatives in an effort to determine the most constructive approach and to minimize the negative impact on educational aides.
- K. After the beginning of the school year when an original seven (7) hour educational aide job opening occurs and is to be filled, a notice indicating the location and general duties will be distributed to all educational aide school locations. This notice will also identify the administrator to be contacted concerning the vacancy

#### 10.7 Truck Drivers

##### A. Route Bidding

- (1) As soon as practicable after August 15 of each school year, all known routes shall be posted in the various truck driver work locations

- (2) Prior to Labor Day, routes shall be bid according to job classification seniority beginning with the most senior driver.
- (3) Truck driver positions at given locations without a regular route shall be considered as a route for bidding purposes
- (4) A driver who is absent may designate another driver to bid in his behalf
- (5) Truck drivers shall retain the routes elected through the August bidding process or vacancy bidding process for the school year, except that occasional temporary assignment may be necessary to cover a vacant route, familiarize a new driver with a route for up to three (3) days, or to accomplish such other occasional and specialized needs of the school system as may arise.

#### B. Route Vacancies

- (1) Permanent route vacancies occurring after Labor Day shall be posted in the truck driver work locations for five (5) work days
- (2) During the posting period truck drivers may bid on the posted vacancy by submitting a written request for such vacancy to the Director of Classified Personnel.
- (3) The vacant route shall be awarded to the applicant with the highest job classification seniority.

#### C. Overtime

- (1) School-year overtime shall be offered to all truck drivers on a rotation basis. The initial rotation shall begin with the most senior driver on the basis of job classification seniority. Sign-up lists for weekday and weekend overtime shall be posted for at least two (2) work days at truck driver work locations (currently Starling Street, 17th Avenue, and Food Production Center), through the Wednesday prior to the overtime period or through the third work day prior to an extended weekend.
- (2) All new drivers are excluded from overtime the first time around.
- (3) Any driver who is absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn.

- (4) It is recognized by the parties that some overtime will occur in connection with various routes and such overtime will not be bid. It is further recognized by the parties that overtime bidding may not be practicable when the need for overtime is not known at least twenty-four (24) hours in advance.
- (5) A truck driver may be removed from the overtime rotation as a result of formal discipline action related to overtime duties
- (6) Truck drivers will be offered available overtime work in the truck driver department before other employees are offered such work

D. Summer Work

All summer truck driving work, beyond that assigned to calendar-year truck drivers, shall be offered to school-year truck drivers before being offered to other employees.

E. Truck Inspection

Board trucks utilized by delivery services personnel will be annually inspected each summer by Board garage personnel and a copy of the inspection report submitted to the Chief Administrator, Operations Management

10.8 Pupil Transportation

- A. Bus Driver Job Classification Seniority--There shall be two (2) categories of job classification seniority for bus drivers. Five-hour bus drivers shall constitute a category, and eight-hour bus drivers shall constitute a category. Job classification seniority for eight-hour bus drivers shall be defined as the length of employment as an eight-hour bus driver, as computed from the bus driver's most recent employment as an eight-hour bus driver. Job classification seniority for five-hour bus drivers shall be defined as the length of employment as a five-hour bus driver, as computed from the bus driver's most recent employment as a five-hour bus driver.
- B. Annual Route Bidding--As soon as practicable after August 15 of each school year and prior to the bidding process, all known basic routes and positions available for bidding shall be posted for more than one (1) day at the site of the annual workshop. Routes shall be awarded on the basis of job classification seniority and with the following consideration:
  - (1) Available 65-passenger bus routes shall be posted during the annual route bidding process. 65-passenger bus drivers shall have the option of retaining their routes from the preceding year. Retained routes will not be available for bidding, and drivers retaining routes will not take part in the annual route bidding process. A route may be considered for retention provided at least

one-half of the trips are continued from the preceding school year. A trip is considered to be continued if it serves the same elementary attendance area as a residential route or if it serves the same discontiguous attendance area, in each case with the same school level of pupils. The three school levels of pupils are elementary (any grades involving one through five), middle school and high school. A M and P M trips are counted individually. In the event of a tie and both drivers elect retention, the more senior driver shall retain the route. In order to provide all possible fairness to the annual route bidding process, in recognition of the complexity of the routes and the potential number of changes, and in recognition of the impossibility of anticipating all of the possible circumstances and questions that may arise, the Board will administer the annual route bidding process as follows:

- (a) Transportation supervisors will compile a list of the routes they believe are eligible for retention, along with the previous year's route numbers
  - (b) The routes will be posted and the indexed list made available for at least one (1) day for review and adjustment by an OAPSE Representative and the Local officers or their designees. The Local President or the OAPSE Representative shall have the authority to add to or delete from the list, based on reasonable determinations.
  - (c) The adjusted lists shall be posted along with the basic routes for review by the drivers for at least two (2) days prior to and the day of the bidding. Drivers will be given a reasonable opportunity to view the routes prior to the bidding. The Local President or OAPSE Representative shall have the authority to resolve conflicts which may arise concerning route retention rights
  - (d) The Local President and OAPSE Representative are invited to meet on a weekly basis during the summer with Transportation Department representatives to review the route development progress and to make suggestions which may assist in making route identification for retention more efficient.
- (2) Lift bus drivers shall have the option of retaining their lift bus positions from the preceding year provided the position continues. Lift bus drivers shall have the opportunity to elect such retention prior to the annual route bidding process.

- (3) Available Route Specialist positions shall be posted during the annual route bidding process. The number of Route Specialist positions to be posted will be determined by the Board. Route Specialists shall have the option of retaining their Route Specialist position from the preceding year, provided the position continues
- (4) Available unassigned driver positions, on a system-wide basis, shall be posted during the annual route bidding process. The number of unassigned driver positions to be posted will be determined by the Board. Following the annual route bidding process unassigned drivers will bid compound location by seniority. When it is necessary to relocate an unassigned driver from one compound to another, the reassignment shall be offered to all unassigned drivers at that compound on the basis of seniority before the least senior unassigned driver is reassigned. Unassigned driver positions may not be retained from year to year.
- (5) Available routes for drivers of 35-passenger buses shall be posted during the annual route bidding process. The routes for 35-passenger buses are not retainable from year to year
- (6) Each posted route and position shall include a five-hour or eight-hour designation and the compound location. The required size of the bus shall also be indicated. Eight-hour drivers shall be eligible to bid only on full-time routes, and five-hour drivers shall be eligible to bid only on part-time routes.
- (7) Drivers electing to retain their routes and/or positions from the preceding year shall make their election prior to the day of the annual route bidding process. Election shall be made on a form provided by the Board
- (8) Except as provided elsewhere in this Agreement, drivers other than Route Specialists shall retain their assigned buses. Drivers bidding on a route requiring a bus different in size from their assigned bus shall give up their assigned bus and be assigned a bus for the new route.
- (9) (a) Initial vacancies occurring and new routes created after the annual route bidding process and prior to the first day of the second semester shall be posted at each compound for bidding. Drivers shall have three (3) days in which to sign the bid sheets and such routes shall be awarded on the basis of job classification seniority. Successful bidders shall not be eligible to bid again until the following school year.

- (b) In general, vacant routes which were not bid or did not qualify for posting under paragraph (a) above will be filled by appointment of new or unassigned drivers. Such routes will not be eligible for retention the following school year unless the route was posted and not bid. When a vacant route is to be assigned to an unassigned driver, it shall be first offered to all unassigned drivers at that compound on the basis of seniority before being assigned, if necessary, to the least senior unassigned driver at that compound.
- (c) A driver on an approved leave of absence shall retain his route or position during the leave period if return from leave occurs prior to the annual route bidding process and such driver has provided written notification to the Director of Classified Personnel of his intention to return to duty. Such notification must be provided prior to August 1 immediately preceding the route bidding process. A driver providing such notification to return by August 1 who does not actually return or who goes on another approved leave of absence prior to the end of the calendar year shall not have the right to retain his route or position.
- (d) By mutual agreement of a driver and the Board, a driver may be reassigned to a vacant route or position, but such route or position may not be retained by the driver the following school year unless the route or position was posted and not bid.
- C. Mid-Day Kindergarten Trips (and other mid-day segments)--Prior to the first day of kindergarten pupil attendance each year, the mid-day kindergarten trips to be operated out of each compound may be assigned at the discretion of the Board to drivers assigned to the compound. On or prior to September 30, eight-hour drivers of 65-passenger buses shall have the opportunity to bid on the mid-day kindergarten route positions at their assigned compound. Such positions shall be awarded on the basis of job classification seniority. Unbid positions shall be assigned to the least senior drivers eligible to bid. The specific routes will be assigned to the drivers at the discretion of the Board after giving consideration to the seniority and preferences expressed by drivers, the time and location of the driver's basic route, and the efficiencies available to the Board. Mid-day kindergarten trip drivers may not concurrently be on the mid-day field trip list.
- D. Activity Trips--An activity trip is defined as a trip providing after-school transportation for students involved in school activities and is added to a driver's route and becomes a part of a driver's scheduled day. Activity trips which are to be made available to bus drivers shall be administered as follows:

- (1) Activity trips shall be designated by compound and made available to eligible drivers at the compound
  - (2) Eligible drivers shall be eight-hour, 65-passenger bus drivers whose last trip has an ending time and location which accommodates the activity trip time schedule and location
  - (3) Activity trips for the fall shall be bid following the annual route bidding process and prior to the first day of school. Activity trips for the winter shall be bid in late October, and activity trips for the spring shall be bid in late February. The activity trips assigned to each compound shall be posted in the appropriate compound for at least three (3) days prior to the bidding process. Activity trips for which there is no bid shall first be offered on a seniority basis to all drivers (5-hour and 8-hour) at the compound whose ending time and location will accommodate the activity trip and shall next be offered to all drivers (5-hour and 8-hour) whose ending time and location will accommodate the activity trip at any other compound which the Board determines can reasonably accommodate the activity trip. In the event there are no bidders, the activity trip will be assigned at the original compound to the junior driver eligible under Paragraph (2) above.
  - (4) Activity trips shall be awarded to eligible drivers on the basis of job classification seniority
- E. Proxy Bidding -Bus drivers who cannot be present, unless the reason for absence is unapproved (AWOL), may cause their bid to be exercised by the Local President or his official representative in connection with any bidding processes. All proxies must be in writing. Any driver who is absent during the bidding shall not have the right to redress actions in the bidding process by the Union or the Board.
- F. Mid-Day Field Trips--Each year, on or prior to September 30 a list of mid-day field trip drivers will be constructed at each compound. Drivers shall be eligible for mid-day field trips provided their route schedule permits them to be available at the appropriate time. All eligible drivers at the compound may elect to be on the list. Full-time drivers without a mid-day route segment may be assigned regularly to mid-day field trips or other mid-day assignments. In the event more drivers are needed than the number electing, drivers will be assigned on a rotating basis beginning with the least senior eligible driver. The parties recognize that the assignment of specific trips to drivers on the mid-day field trip drivers list shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and location of

trips. A concerted effort will be made by the Board to insure that the number of trips during the school year assigned to each driver on such list will be approximately equal in number. Drivers will normally be notified of field trip assignments during the preceding week, recognizing that special circumstances will require an occasional same-day assignment. HAB drivers are not eligible for mid-day field trips.

G. Extra-Pay Trips--Extra-pay trips are defined to mean any trip which occurs outside of the span of a driver's work day and on days which are not scheduled work days. Extra-pay trips which are to be made available to bus drivers should be administered as follows:

- (1) Trips shall be awarded on the basis of department seniority to drivers eligible to drive a 65-passenger bus. A continuous rotation of drivers electing such trips shall be utilized. The parties recognize that the assignment of specific trips shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and locations of the trips.
- (2) New drivers shall not be assigned a trip on the first rotation after appointment.
- (3) Drivers absent any part of the day of the trip, or of the last work day preceding a trip on a non-work day, shall lose their turn for that rotation, unless the absence of a part of the day is prearranged and approved. Drivers who refuse to drive a trip after it has been assigned shall lose that turn and the next turn unless it was assigned on the same day as the trip; in such an event drivers shall lose their turn for that rotation.
- (4) Pay shall be at the overtime rate for the driver of the trip. Time of the trip shall be calculated from the established compound departure time or from the end of the driver's scheduled work day, whichever is later, until the established compound return time. Pay for trips occurring on non-scheduled work days shall be for a minimum of five (5) hours. Drivers transporting a football team in uniform shall be paid one (1) additional hour for cleaning the bus after returning to the compound.
- (5) The two segments of a regularly scheduled private school route during the school year and on days in which the Columbus Public Schools are not in session shall be combined to calculate the time of the trip, with the minimum being five (5) hours. Trips shall be awarded on a daily basis. Such trips shall not be extra-pay trips if assigned to drivers on scheduled work days.

H. Field trips and extra-pay trips shall not be driven by emergency, temporary, or substitute bus drivers provided regular bus drivers are available.

I. Distribution of New Buses--During the term of this Agreement, the distribution of new buses shall be in accordance with the following:

- (1) New buses shall be offered on the basis of the job classification seniority lists at the time the new buses are offered. Lift buses, 35-passenger buses, and 65-passenger buses shall be offered to bus drivers who are assigned the appropriate type of bus at the time the offer is made
- (2) Effective August, 1990, new bus offers will begin with the bus driver of the appropriate type of bus who is the most senior bus driver on the job classification list. As new buses are available, offers shall be made to bus drivers by continuing down the list until reaching the most junior bus driver and then by beginning at the top of the list with the most senior bus driver.
- (3) New buses refused by all drivers and buses released as a result of drivers receiving new buses shall be reassigned at the discretion of the Board, so long as no driver shall be required to accept a reassigned bus that is older than the assigned bus he is driving unless the older bus has less mileage than his assigned bus.
- (4) In order to balance mileage of buses of a similar age, but in excess of three (3) years, or to remove a bus having extraordinary maintenance requirements, the Board may reassign a bus to a driver, so long as the reassigned bus is not older than the previously assigned bus and provided a written explanation for the change is furnished the driver.

J. Summer Job Assignments

- (1) Known summer job assignments determined by the Board to be available for bus drivers shall be first offered to twelve-month drivers. Such assignments shall be awarded to eligible drivers on the basis of job classification seniority. Prior to bidding, drivers may elect to retain their assignment from the previous summer. Twelve-month drivers may not elect summer job assignments which are not scheduled to last all summer
- (2) In the event there are remaining assignments for bus drivers, school-year bus drivers will be given the opportunity to sign up for such assignments. Eight-hour assignments shall be awarded to eight-hour drivers on the basis of job classification seniority. Five-hour jobs shall be awarded to five and eight-hour drivers on the basis of department seniority.
- (3) The rate of pay for such summer assignments shall be based on the bus driver's range during the school year.

- K. A bus driver may request the removal of an accident report and any resulting disciplinary personnel action from his personnel file after three (3) years of driving without an accident and without any other disciplinary personnel action during the most recent three (3) years. Such a request shall be honored provided such accident report was not in connection with a preventable accident involving personal injury or damage in excess of \$750
- L. A bus driver who believes that his assigned duties require him to violate a local, state, or federal law or lawful regulation shall report the relevant circumstances in writing on a form provided by the Board to his immediate supervisor. The supervisor shall provide a copy of such report to the Executive Director of Transportation within one (1) work day. Any dispute as to the merits of the bus driver's claim shall not be subject to the grievance procedure.
- M. Intervention aides who ride buses and child care attendants who ride buses shall be granted an opportunity to bid routes on the same basis as bus drivers. Such bidding shall occur following the annual route bidding process for bus drivers. Vacant routes available to intervention aides and child care attendants during the school year shall also be offered on the same basis as such routes are offered to bus drivers.

#### 10.9 Administrative Clerical

Any administrative clerical position, exclusive of one (1) secretary to each director or staff position above the level of director, and exclusive of any secretary to the administrator responsible for negotiations and contract relations, to a maximum of three (3) secretaries, shall be handled as follows:

- A. Permanent Job Opening--A notice indicating that a permanent job opening in the administrative clerical area exists, setting forth the job classification required and the administrative department involved, shall be posted on the bulletin board in the administration department and in the schools for five (5) work days, and a copy of said notice shall be sent to the President of the Union.
- B. Request for Transfer--Within three (3) work days after the last day of posting, employees with department seniority having the requisite job classification may apply for said job openings by sending a request for transfer on the appropriate form to the Director of Classified Personnel.
- C. Job Opening Award--The job opening shall be awarded to the applicant having the highest job classification seniority.

After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer. Such subsequent vacancies in work locations shall be filled as follows:

- D Subsequent Vacancies--The Board shall fill such subsequent vacancies by transferring, on the basis of job classification seniority, any person with the appropriate job classification who has on file application for transfer to such location.
- E. After the above transfer procedures have been completed, any remaining vacancies shall be filled by promotional examination in accordance with the rules and regulations of the Civil Service Commission and the provisions hereinafter set forth.

No new employee, successful job bidding applicant, or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was a result of the closing or announced closing of a school

Transfer requests by Civil Service employees shall indicate no more than six (6) specific work locations or school buildings. Transfer Requests may be made at any time during the year, but all requests will expire on December 31 of each year. Transfer requests for the next year may be submitted during the preceding November and December but shall not become active requests until January 1. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or the expected vacancy becomes known to the Board. Central office clerical personnel may request adjustment of their work schedule from their administrative supervisor with the understanding that, should their request be honored, readjustment can be made at the discretion of the responsible administrator.

- F. An individual employee who is excluded from the bargaining unit as a result of assignment to a position of confidentiality on the effective date of this Agreement, and who subsequently bids on a position within the bargaining unit, shall retain all seniority rights for bidding purposes just as if the employee was not in an excluded position.

10.10 Warehouse Personnel (Warehouse Workers, Storekeepers, Receiving Clerks)

A. Bidding Procedure

- (1) Permanent Job Opening--A notice indicating a permanent job opening in the Warehouse Personnel Department exists setting forth the job classification required and the location involved shall be posted on all warehouse facility bulletin boards and in the personnel offices for five (5) work days.
- (2) During such five (5) days, warehouse personnel with the requisite job classification may apply for such vacancy by sending a written request for transfer to a different location to the Director of Classified Personnel.

- (3) The job opening shall be awarded to the applicant having the highest requisite job classification seniority who has filed a request for transfer. After the vacancy has been filled by transfer under the above procedure, the Board shall not be required to post further job vacancies resulting from such transfer.
- (4) No new employee or transfer applicant under the above procedure may submit a job bid or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was the result of the closing or announced closing of a facility.

B. Overtime (known at least 24 hours in advance)

- (1) Warehouse personnel shall be offered overtime and extra time in the appropriate classification on a rotating basis beginning initially with the most senior warehouse personnel on a job classification basis.
- (2) Any warehouse personnel absent on the day the overtime is offered or absent on the day the overtime is worked shall lose that turn.
- (3) Any warehouse personnel may be removed from the overtime rotation as a result of formal discipline action related to overtime duties.

10.11 Vehicle Maintenance

- A. When a permanent vacancy occurs within the classifications listed below, eligible employees in the classification shall have the opportunity to request such vacancy in writing to the Vehicle Maintenance Supervisor. The vacancy will remain open for requests for five (5) work days. The employee who possesses the most classification seniority shall be awarded the assignment.
- B. The resulting vacancies will be filled as follows:
  - (1) A transfer may be made by awarding the resulting vacancy to a person in the appropriate classification who has on file with the Vehicle Maintenance Supervisor, a transfer request to such location and/or shift.
  - (2) The employee may request, in writing, up to three (3) locations and/or shift assignments, with the Vehicle Maintenance Supervisor as a part of the transfer process.
  - (3) Transfer requests may be made at anytime during the year, but all requests will expire on December 31 of each year.
- C. No transferred employee may submit a job request or transfer application until the lapse of one (1) year from the date of employment or reassignment, except where such reassignment was the result of the closing of the work location.

D The following classifications are subject to the above procedures.

Bus Mechanic II  
Bus Mechanic I  
Automotive Body Mechanic  
Automotive Tire Repair Worker  
Automotive Service Worker II  
Automotive Parts Clerk

- 10.12 Nothing in the foregoing procedure for filling job vacancies shall detract from the right of the Board to temporarily fill job vacancies, without regard to seniority, until such time as a permanent replacement is secured through application of the appropriate procedures set forth in Sections 10.3 through 10.11
- 10.13 All new bargaining unit Civil Service positions within existing classifications and all original vacancies shall be posted in accordance with the procedures provided in 10.3 through 10.11 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days. Employees desiring to have such opening shall submit their bid to the Director of Classified Personnel or his designee as indicated on the posting within three (3) work days of the last day of the posting. The Board shall grant such position to the qualified (under Civil Service) person in the appropriate job classification having the greatest job classification seniority.

10.14 Posting of Examination Times and Places

The Board shall distribute to each school and work location all notifications of examinations including the proposed date, time and place of the examination at least five (5) days before the deadline for submitting an application for the examination. CSEA shall accept responsibility for designating one bargaining unit member in each location to post such notices and shall identify such member to the administrator in charge. Applicants for a position for which an examination is being given, who have the qualifications to take the examination, shall be released from school duties to take the examination without loss of pay.

10.15 Reduction in Work Force or Layoffs

- A. Whenever it becomes necessary to reduce the number of employees in a job class due to abolition of a position or lack of funds, or lack of work, the layoff of classified employees shall be in accordance with Civil Service law and the procedures approved by the Columbus Civil Service Commission.
- B. The layoff of educational aides shall be on the basis of department seniority.
- C. An employee in layoff shall maintain reinstatement rights for a period of two (2) years from the date of layoff
- D. The Board shall not employ any new educational aides while any educational aides are on layoff

- 10 16 The Board shall provide the President of the Union with a written notification of all transfers of bargaining unit personnel within ten (10) days after the effective dates of such transfers.
- 10 17 In addition to the specific posting requirements contained elsewhere in this Article, it is agreed that posting of job vacancies and of examination times and places shall be in each of the school buildings. Recognizing, however, that situations can result in a notification being misplaced or lost, such notices shall always be posted year around at all operating high schools. The posting shall be in the main office of the high schools and at the following locations:

17th Avenue Complex	Main Center Office
Starling Street	Duplicating Office
Career Centers	Main Office
Administration Building	Employee Lounge
Neil Avenue	Main Office
Alum Crest	Main Office Bulletin Board
Shepard	Main Office
Vehicle Maintenance, 17th Avenue	Employee Lounge
Warehouse (Hudson St.)	Employee Lounge

- 10.18 Any custodian, head custodian, food service helper, cook, food service manager, or clerical employee with a regularly scheduled work day of four or more hours who is injured on the job shall have the option of returning to the same job assignment within the initially granted leave period provided:

- A. The position is not abolished during the leave;
- B. The employee files a Worker's Compensation claim within thirty (30) days after the injury and so notifies the Director of Classified Personnel in writing during such thirty (30) day period; and
- C. The return is within one (1) year of the injury.

The right to return to the same job assignment is void if the Worker's Compensation claim is denied. The Board may assign replacement employees on a provisional or limited basis with notification that the employee will be reduced, transferred, or terminated upon the return of the injured employee.

- 10.19 Any member of the bargaining unit who voluntarily resigns shall lose all seniority as provided in Article 10.
- 10.20 A. The CSEA President or his designee shall be furnished, upon request in person, an initial copy of each Civil Service eligible list and shall have the right to update such copy any time during normal working hours.
- B. The CSEA President shall be furnished with a current copy of the Agreement between the Board and the Municipal Civil Service Commission of the City of Columbus, and such Agreement may be, for reference purposes only, attached to the Agreement between the Board and the Union.

C. All new or revised class specifications shall be sent to the CSEA President prior to being submitted to the Civil Service Commission

- 10.21 Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the maintenance department and certified eligibles for Head Custodian I, II, and III shall only be required to be interviewed by the Director of Classified Personnel or his central office designee. Certified eligibles for vacancies within the bargaining unit for classes above the entry level in the food service department shall be interviewed by central office food service administrative staff. Nothing in this paragraph is intended to restrict or prohibit the right of the Board to invite such eligibles to visit the work location and discuss the vacant position with the administrator at the work site.
- 10.22 No administrator or classified supervisor shall be involved in the interview process for the selection of an employee where such potential employee is a relative of the administrator or supervisor.
- 10.23 Within twenty (20) work days of notification of a promotion, an employee will be placed in the promotional position, except when an effective date for the position has been established in the certification letter, in which case the employee will be placed in the promotional position within ten (10) work days of the established date.
- 10.24 When a vacancy for a child care attendant or an intervention aide is to be filled, a notice indicating that a job opening exists shall be distributed to each school or building. Such notice shall indicate the location and position available. Employees with the requisite job classification may apply for such vacancy by sending a request to the Director of Classified Personnel.

**ARTICLE 11**  
**SICK LEAVE AND RELATED ABSENCES**

- 11.1 Every regular employee shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month throughout the calendar year unless on leave of absence. Such sick leave shall be calculated at the rate of 4.6 hours per 80 hours worked.

Unused sick leave shall be cumulative without limit. For less than eight-hour employees and employees working less than twelve months per year, sick leave shall be accumulated at the rate of 4.6 hours for each 80 hours of employment. All members of the bargaining unit working less than 12 months shall also accumulate sick leave at the rate of 4.6 hours for each eighty (80) hours based on the employee's scheduled hours of work during the preceding school year for the summer months when school was not in session. Such earned sick leave for the summer months shall be credited to the employee's sick leave account upon his returning to work at the beginning of the next school year.

Each employee shall be permitted a negative sick leave balance not to exceed five (5) days without incurring loss of pay. An employee with a negative sick leave balance shall have the value of such negative sick leave balance deducted from their final paycheck upon termination. A paid holiday shall not be charged against the earned sick leave of a regular employee.

Classified personnel with a regularly scheduled work day of less than eight hours per day may calculate their accumulated sick leave in the following manner:

A. School Clerks' Sick Leave Calculation

School clerks who work less than seven hours multiply their sick leave accumulation by 7 in order to determine accumulated hours of sick leave. The answer should be divided by the number of hours per day the employee regularly works in order to determine the number of days of absence covered by accumulated sick leave.

B. All Other Classified Employees' Sick Leave Calculation

Other classified personnel who work less than eight hours per day may follow the same procedure as provided in Paragraph A above, except multiply the sick leave accumulation by 8 and then divide by the number of hours regularly worked.

11.2 Sick leave with pay may be used only for the following purposes:

- A. For absence of the employee due to illness, injury, or exposure to contagious diseases which could be communicated to other employees or school children.
- B. For absence of the employee due to illness of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as the father, mother, brother, sister, son, daughter, husband or wife of an employee; and, if they reside in the home of the employee, the grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the said employee
  - (1) If an employee is absent not more than five (5) consecutive school days because of the illness of a member of the employee's immediate family, the employee need only make the report of absence required by Section 11.3 of this Agreement in order to be eligible for sick leave with pay for such absence.
  - (2) If an employee is absent in excess of five (5) consecutive school days for this reason, the employee must provide the Director of Classified Personnel with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee, in order for the employee to be eligible for sick leave with pay for such absence.

(3) Sick leave may be used due to the illness of a grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of an employee who does not reside in the home of the employee, only if the employee provides the Director of Classified Personnel with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the employee and the Director of Classified Personnel approves the use of sick leave for such purpose.

C For absence due to death in the immediate family of an employee Death in the immediate family of an employee is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or step-parents of the said employee Such death leave will normally be for a period of five (5) school days. If it is necessary for an employee to be absent from work on death leave more than five (5) school days, permission for such additional leave must be secured from the Director of Classified Personnel.

D. Absence due to personal illness related to pregnancy.

E. For absence due to injury resulting from a physical assault on an employee which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

- (1) The employee's conduct was within the bounds of general standards of proper and appropriate behavior;
- (2) The employee's immediate supervisor or other appropriate supervisor or administrator is notified as soon as possible of the occurrence;
- (3) The employee submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below;
- (4) The employee provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;
- (5) In the event the foregoing conditions are satisfied, none of the first twenty (20) days of absence resulting from such occurrence shall be deducted from the employee's accumulated sick leave or personal leave;
- (6) Worker's Compensation cannot be received simultaneously with sick leave benefits.

F Absence on Sundays, holidays, and non-work days shall not be charged against sick leave.

11.3 Certification required in case of sick leave absence is as follows:

- A. When an employee is absent, a report for such absence, signed by the employee and his principal or immediate superior, shall be completed by such employee on a form supplied by the Board, which form shall be filed with the Treasurer within ten (10) days following the last day of absence.
- B. If an employee has received medical attention during his period of absence, his report must set forth the name and address of his attending physician and the dates when he was consulted. The filing of any willfully false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.
- C. Employees who have been out of school on account of serious illness, extending over a period of three or more weeks, must have the approval of the Superintendent, based upon the report of the School Physician, before returning to regular school work.

11.4 The administration of discipline for alleged excessive use of sick leave shall be in accordance with the following:

- A. Excessive use of sick leave will not be alleged by the Board unless an employee has used 16 or more days of sick leave during a 12-month period July 1 through June 30 and such use has occurred during two or more such 12-month periods.
- B. No days of absence for which an appropriate statement from a physician has been provided and no days of absence due to death in the immediate family of an employee shall be counted in such 16 or more days. In order for such days not to be counted the employee must have furnished a copy of the physician's statement to the Board in connection with the reporting of such absence and may be asked for verification of the death in the immediate family.
- C. No employee will be disciplined in accordance with this provision for excessive use of sick leave unless the employee has been previously given a conference summary setting forth the Board's concern regarding the excessive use of sick leave during a 12-month period. No employee shall be disciplined as a result of the excessive use of sick leave which is the subject of such conference summary.
- D. No employee will be disciplined in accordance with this provision for excessive use of sick leave who has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus Public Schools.
- E. Nothing in this provision is intended to limit or expand the Board's right to discipline employees for other specific inappropriate actions related to the use and processing of sick leave.

11 5 At least five (5) days prior to a change by the Board of the employment status or insurance coverage of an employee who is on sick leave and whose sick leave has expired, the Board shall notify the employee of his options and responsibilities. At that time an employee is officially notified that he has been granted a leave of absence, the Board shall notify the employee of his options and responsibilities with regard to maintaining insurance and with regard to his return to duty. Such notification as provided above shall be sent by certified mail, return receipt requested, to the last address provided the Board by the employee as shown on the employee's paycheck.

11 6 A. Members of the bargaining unit may, at the time of their separation from service with the Columbus Public Schools, elect to be paid in cash for the value of their accrued but unused sick leave credit in accordance with Sections B or C below. The following stipulations shall apply:

- (1) Only those members of the bargaining unit whose effective date of retirement with the School Employees Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service or the last day of an unpaid leave of absence with the Columbus Public Schools, shall be eligible to be paid for such accrued but unused sick leave credit.
- (2) Such payment shall be based on the eligible member's rate of pay at the time of separation.
- (3) Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the eligible member at that time.
- (4) Such payment shall be made only once to any employee.
- (5) Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the School Employees Retirement System except that the eligible member or beneficiary of such eligible member may elect to receive fifty (50) percent of such payment within such sixty (60) days and receive the balance during the month of January immediately following the year of retirement or the eligible member or beneficiary of such eligible member may elect to receive the total payment during the month of January immediately following the year of retirement.
- (6) Payment shall be made in accordance with Section B or Section C to the eligible member or to the beneficiary of such eligible member, as provided in Section 11 7. The Office of the Treasurer shall select the section that provides the greater benefit and pay accordingly.

- B. The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section B shall be for twenty-five (25) percent of the member's accrued but unused sick leave up to a maximum of twenty-five (25) percent of one hundred twenty (120) days plus twenty-five (25) percent of the member's accrued but unused sick leave in excess of one hundred twenty (120) days up to the maximum of twenty-five (25) percent of the member's accrued but unused personal leave days.
- C. The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section C shall be determined by and shall include the following:
- (1) Forty (40) percent of the member's accrued but unused personal leave days.
  - (2) Twenty-five (25) percent of the member's accrued but unused sick leave days in excess of one hundred five (105) up to a maximum of twenty-five (25) percent of one hundred twenty (120) days.
  - (3) Fifteen (15) percent of all accrued but unused sick leave days in excess of two hundred twenty-five (225) days.
- 11.7 Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

#### ARTICLE 12 OTHER LEAVES

- 12.1 An employee may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that the proper observance of such religious holiday prohibits the performance of work on such day and provided the employee is an active member of such religious body. Requests for such absence shall be made of the Director of Classified Personnel at least ten (10) school days prior to the holiday. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from sick leave.
- 12.2 A. Each employee shall be credited with two (2) personal leave days each year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. If possible, an employee will give his building principal or other immediate supervisor twenty-four (24) hours' advance notice of his intention to take such leave. When an employee is absent for personal reasons, a report of such absence, signed by the employee and his building principal or other immediate supervisor, shall be filed with the Treasurer within ten (10) days following the last day of

absence. Such report shall contain certification by the employee that his absence was not for one of the reasons proscribed below. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave:

- (1) Gainful employment;
- (2) Any activity in connection with or in planning for a strike or any other work stoppage, or any concerted action related to a strike or work stoppage;
- (3) When the Director of Classified Personnel deems that the number of requests for personal leave on the same day by employees in a given department or work location may jeopardize the safe or efficient operation of the district.

B. For purposes of this section, a year is from September 1 to the following August 31. Employees appointed after September 1 in a given year shall be credited with one (1) day of personal leave in that year, and employees appointed after March 1 in a given year shall not be credited with any personal leave in that year. Employees on an unpaid leave of absence in excess of ninety (90) calendar days during their scheduled work year shall be credited with one (1) day of personal leave in that year, and employees on an unpaid leave of absence in excess of one hundred eighty (180) calendar days shall not be credited with any personal leave in that year. New employees shall not be eligible to use personal leave during their probationary period.

C. Procedures for the administration of personal leave shall be as follows:

- (1) When an employee intends to use personal leave, he shall give his building principal or other immediate supervisor twenty-four (24) hours' advance notice, if possible. In classifications and locations where the administration permits the use of personal leave for a part of a work day, employees may take personal leave for a part of the work day only if the employee has notified his building principal or immediate supervisor at least one day in advance.
  - (2) Upon returning from the leave, the employee shall complete the contractually required report.
- D. In addition to the above, an employee may be absent one (1) day a year for emergency personal reasons as a result of a written request approved in advance by the Associate Superintendent, Management Services, or his designee. Such additional day may not be accrued from year to year and shall be granted only under extreme conditions as deemed appropriate by such Associate Superintendent. No action taken by the Board or its administrative agents in connection with this paragraph "D" shall be subject to the grievance procedure.

12.3 A three (3) day leave of absence with pay shall be granted to officers of the CSEA and duly certified delegates to the OAPSE annual convention, provided that such number of delegates shall not exceed a total of three (3) delegates from each OAPSE Local plus the four (4) CSEA officers, except that the total number of delegates shall not exceed thirty-five (35). If certain locals, as certified by the CSEA, are not entitled to or do not utilize three (3) delegates, that delegate authorization may be used by other locals as directed by the President of CSEA, except that no more than two (2) employees shall be granted such a paid leave from any classification with thirty (30) or less employees. Additional employees may be granted a three (3) day leave of absence, without pay, to attend the OAPSE annual convention; provided, however, that such leaves of absence will not be approved if, in the judgment of the Associate Superintendent, Management Services, such absence will interfere with the efficient operation of any department or working unit. Delegates may attend the convention only after a formal written request is submitted at least thirty (30) days prior to such convention and approval has been received from the Director of Classified Personnel.

12.4 A In accordance with the provisions of Revised Code, Section 3319.13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision is not intended to limit other requirements of Section 3319.13 as they affect bargaining unit employees.

- B. The Board of Education shall continue to carry, on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, and/or life insurance.
- C. If the basis for the approved leave of absence, after sick leave has expired, is the result of an allowed Worker's Compensation claim in which the Board of Education was the employer, the Board shall continue to pay that portion of the hospitalization and life insurance premiums for the employee involved in accordance with other sections of this Agreement during the period of such absence, provided: (a) such period shall not exceed two (2) years, and (b) the employee does not elect to take retirement including disability retirement through the School Employees Retirement System.
- D. The payments by the Board provided in paragraph C above shall be initiated and maintained in accordance with the following:
- (1) The employee or his designee must notify the Director of Classified Personnel in writing of any Worker's Compensation claim within thirty (30) days of the injury resulting in the claim or the reactivation of a claim. In the event of such notification to the Director of Classified Personnel, the Board shall continue such payments for a maximum of one hundred twenty (120) days from the date of the injury while the claim is being processed.

- (2) Failure to provide notifications required in (1) above will terminate the Board's responsibility to provide such insurance benefits
- 12.5 Employees shall be paid for all time lost when the Board determines that schools are officially closed on a systemwide basis owing to disease epidemic, hazardous weather condition, or other public calamity. Nothing herein shall be construed as requiring payment in excess of the employee's regular wage rate or salary for any time worked while the school in which he is employed is officially closed for the reasons set forth herein. Members of the bargaining unit who are, by reason of their assignment, required to work when schools are closed for such reasons shall be given equal compensatory time off. The compensatory time shall be taken at a time that is mutually agreeable to the employee and the employee's supervisor and shall be taken, where practical, within a two-week period following the day when the compensatory time was earned.
- 12.6 Employees shall be paid for all time lost when the Board determines that one or more individual schools are closed owing to damage to a school building, other temporary circumstances due to utility failure, or other public calamity, and no work is available in the closed school within the employee's classification, except that the Board may offer such employees work within their classification at other schools or the Food Production Center. Employees declining such work shall not be paid for time lost, except that employees with a scheduled work day of four (4) hours or less shall not be required to report on the first day to another location in order to be paid. In the event the school is closed after employees report to work, the necessary travel time to the temporary location shall be considered a part of the work day. The employee shall be paid the mileage rate if the distance is more than four (4) miles.
- 12.7 A member of the bargaining unit returning from a leave of absence shall be assured of the reinstatement of all fringe benefits provided by this Agreement for which said member is eligible under the terms of this Agreement
- 12.8 Maternity/Paternity/Adoptive Leave
- An employee anticipating the birth or adoption of a child to the family may request and shall be granted an unpaid maternity, paternity or adoptive leave of absence, provided the following stipulations have been met:
- A. Such request shall be submitted on the designated form to the Director of Classified Personnel, at least thirty (30) days prior to the beginning date of the requested leave.
  - B. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability.
  - C. The request for adoptive leave shall be accompanied by a statement from the adoption agency.

- D. Such leaves shall be granted in six-month segments of January 1 through June 30 or July 1 through December 31. The requested duration of such leave shall be for the remainder of the six-month segment in which the leave commences and shall not exceed the two subsequent six-month segments. The employee may submit a request to the Director of Classified Personnel for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such employee shall be returned to service on the requested date or the earliest following date when a vacancy occurs in employee's classification, provided the Board would have otherwise filled that vacancy.
- E. The employee shall notify the Director of Classified Personnel in writing of his/her intention to return to service at least 120 days before he/she expects to resume his/her duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The employee shall be informed of receipt of such notification of intent to return. Failure on the part of the employee to comply with this regulation may be deemed by the Board as an automatic resignation.
- F. In the case of an adoptive leave, if the adoption is cancelled after a replacement for the adopting employee has been arranged, the adopting employee may request early reinstatement from leave and such request will be given priority consideration by the Administration.

#### ARTICLE 13 HOLIDAYS

- 13.1 The following days shall be recognized as paid holidays for all employees of the bargaining unit except those employees covered by 13.5 of this Article.

Labor Day	Good Friday
Thanksgiving Days (2)	Easter Monday
Christmas Days (2)	Easter Tuesday
New Year's Day	Memorial Day
Martin Luther King Day	Independence Day

- 13.2 Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays. In order to be eligible for holiday pay, an employee must accrue earnings on his last scheduled work day prior to such holiday and his first scheduled work day following such holiday, unless on either of such days the employee was on an excused absence, or on sick leave for which pay was granted.

13.3 Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his regular rate for such holiday in addition to his normal pay for that day

Holidays falling on Sunday shall be celebrated on the following Monday unless that Monday is a regularly scheduled day of pupil attendance, in which event, the Friday preceding Sunday shall be celebrated as the holiday. In the event that Friday is a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his regular rate for such holiday, in addition to his normal pay for that day.

13.4 If any employee is required to work on a holiday, he will be paid one and one-half (1 1/2) times his regular hourly rate of pay for all hours worked in addition to his holiday pay.

13.5 Employees with a regularly scheduled work year of less than eleven (11) months shall observe the following paid holiday provisions:

Labor Day	Martin Luther King Day
Thanksgiving Days (2)	Good Friday
Christmas Days (2)	Memorial Day
New Year's Day	

In addition, such employees shall receive one week's pay (five (5) days pay at their regular rate for their regularly scheduled hours) for the week following Easter. The provisions of Sections 13.3 and 13.4, to the extent applicable, shall also apply to employees covered by this subsection.

13.6 In the event, during the term of this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number. In the event this sub-paragraph becomes applicable, the matter of exchange of holidays shall be referred to the Conference Committee pursuant to Section 16.3 of this Agreement.

13.7 When an employee elects retirement under the School Employees Retirement System and the date of separation is the last scheduled work day of a month and there is a paid holiday(s) following such scheduled work day that is in the same month, then the employee shall be paid for such holiday(s).

13.8 Paid holidays shall not be utilized as days of suspension without pay unless the suspension is for more than two days.

ARTICLE 14  
VACATION

14.1 Vacation eligibility--All bargaining unit employees employed on the basis of a scheduled work year of eleven or twelve months shall be entitled to accrue vacation with full pay in accordance with the following schedule:

<u>Years Employed by Board of Education</u>	<u>Days of Vacation</u>
* 0 but less than 5 years	10 days
5 but less than 10 years	13 days
10 but less than 15 years	16 days
15 but less than 20 years	19 days
20 but less than 25 years	22 days
25 years and above	25 days

\* Vacation accrued during the first year of employment shall be forfeited if the employee does not complete one full year of employment with the Board.

Employees with a regularly scheduled work year of less than eleven months shall not gain vacation eligibility as a result of the extension of their work year by voluntary election of available summer work.

14.2 Vacation scheduling--Eleven and twelve-month employees shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor, between June 15 and August 15, subject to the following:

- A. At least one (1) custodian in elementary and middle schools and at least two (2) custodians in high schools may be required to be on duty.
- B. At least one-third of employees in an assigned work location may be required to be on duty.
- C. Provisions of A and B above shall not prohibit employees from taking their annual vacation, and the more senior employees, based on classification seniority, shall have preference over the more junior employees with regard to vacation scheduling.
- D. Employees in the Treasurer's Office and Data Processing Department shall continue to arrange vacation with their supervisors at mutually convenient times.
- E. The administrative practice of arranging summer vacation schedules in the late spring shall continue during the term of this Agreement

Permission shall be granted for a vacation at another time if a request is submitted to the appropriate supervisor with reasonable advance notice, provided such supervisor deems that such vacation will not interfere with the normal operation of the school system.

- 14.3 The provisions of Section 3319.084 of the Ohio Revised Code shall apply to bargaining unit personnel for the purpose of determining vacation eligibility.

**ARTICLE 15**  
**HOURS OF WORK AND OVERTIME**

- 15.1 The Board will pay overtime at the rate of one and one-half (1 1/2) regular hourly rate for all hours worked in excess of eight (8) hours on any day or for all hours over forty (40) in any week. All overtime work must be authorized by the Associate Superintendent, Management Services. An employee shall receive his regular straight-time hourly rate for all hours worked in excess of his regularly scheduled hours up to eight (8) in any day or forty (40) in any week.
- 15.2 During the term of this Agreement, the overtime rate shall be paid to bus drivers, child care attendants who ride a bus, and intervention aides who ride a bus, for time in excess of eight (8) hours of work or in excess of a ten (10) hour span, whichever computation produces the greater overtime. There shall be no more than two (2) segments used to compute a bus employee's work day.
- 15.3 The normal schedule of hours for all regular full-time employees shall consist of eight (8) hours of work five (5) days per week, except where there is a seven (7) day operation made necessary by the nature of the work. If the work week for any position is normally five (5) days, work performed on Saturday or Sunday, as a part of said work week, shall be paid at one and one-half (1 1/2) times.
- 15.4 Notwithstanding the provisions of 15.1 and 15.3, the overtime rate shall not be applied to hours worked in excess of eight (8) in a given day or to hours worked on Saturday or Sunday, provided such hours worked are a part of an established regular work schedule voluntarily accepted by the employee. The overtime rate shall apply to hours worked in excess of forty (40) in any week.
- 15.5 The normal schedule of hours for regular part-time employees shall consist of two, three, four, five, six, or seven consecutive hours of work, five (5) days per week. The parties recognize that there are some employees in the school system who are assigned a split shift.
- 15.6 There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, only one shall be paid.
- 15.7 When an employee is required to make an elementary school building check on a day when he is not regularly scheduled to work, said employee shall be paid a minimum of one (1) hour at the rate of time and one-half his regular pay. When an employee is required to make a middle or high school building check on a day when he is not regularly scheduled to work, said employee shall be paid a minimum of one and one-half (1 1/2) hours at the rate of time and one-half his regular pay

15.8 Custodian overtime at a work location shall be offered to all custodial and head custodial, including head operating, personnel on a rotation basis beginning with the most senior based on job classification seniority. Exceptions to this policy may be made for the following reasons:

- A. When overtime duties to be performed require the presence of the head custodian (head operating employee).
- B. When the need for assigned overtime is identified with less than twenty-four (24) hours' advance notice.
- C. When the overtime requires performance of a duty which is not practical for a Custodian I, the Custodian I may be passed but will again be placed on the rotation list for the next available overtime that is consistent with Custodian I duties.
- D. Building check is not included for purposes of overtime rotations.

Because of the wide variance in advance notice, some overtime may be offered or assigned well in advance, while other overtime may be offered or assigned on relatively short notice. Each head custodian, in consultation with and at the direction of the building administrator, may develop the procedures most suitable to a given work location. Such procedures may include offering known overtime at a predetermined time each week or each month or some combination of the two approaches or some other suitable approach. Personnel who are absent on the date the overtime is offered or absent on the day the overtime is worked shall lose that turn. A custodian, head custodian, or head operating employee may be removed from the overtime rotation as a result of formal discipline action related to overtime duties. When a custodian refuses three (3) consecutive overtime opportunities in one school year, he shall be dropped from the overtime rotation list for the remainder of the year.

15.9 Cafeteria employees scheduled to work four (4) hours or less shall not be required to take a one-half hour lunch break during said four (4) hours or less scheduled hours; provided, however, employees working four (4) hour schedules will be permitted to take a ten-minute break during such four (4) hour period.

15.10 Any employee assigned to work in a higher job classification shall be paid, during the period of such assignment, at the rate for the higher job classification, provided such assignment is for more than five (5) consecutive work days or the employee does work five (5) consecutive work days or longer in the higher job classification. The rate of pay shall be determined by application of the provisions of Article 20 of this Agreement. Assignments of custodians during the summer months as a result of vacation schedules for head custodians shall not be subject to the above provisions of this Section.

- 15.11 The provisions of 15.1 shall apply to school secretaries. Compensatory time off for work beyond the scheduled work day by school secretaries shall be based on the provisions of 15.1 with regard to straight time and time and one-half and shall be on a voluntary basis. Work required beyond the scheduled work day by school secretaries shall be based on the provisions of 15.1 and shall be on a paid basis as authorized by the Director of Classified Personnel unless, by prior mutual agreement of the secretary and principal, compensatory time is to be taken.
- 15.12 Employees working a scheduled day of seven (7) or more hours shall be provided two (2) fifteen-minute breaks, one of which shall occur during the first half and one of which shall occur during the last half of the work day. Employees working a scheduled day of four (4) or more hours shall be provided one (1) fifteen-minute break. The break(s) may be scheduled by the responsible supervisor and may not be used to adjust the employee's scheduled work day. For food service personnel, the breaks provided in this provision shall be ten-minute breaks.
- 15.13 In the event it is necessary for the Board to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the employee shall be advised in writing, at least five (5) work days in advance of the applicable pay day, of the reason for the deduction and the amount to be deducted. A request by the employee or his representative for a conference to discuss matters related to the deduction shall be granted and held prior to the deduction, provided the employee makes a request for the conference by the end of the work day following the day of receipt of the notice.
- 15.14 A Maintenance Department (may include Engineering Services personnel) or Vehicle Maintenance Department employee required to work overtime may, at the employee's option, elect to receive compensatory time in lieu of paid overtime for up to one-half (1/2) of all overtime worked by that employee. Compensatory time shall be credited on the basis of one and one-half (1 1/2) hour for each hour of overtime worked by the employee. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of forty (40) hours. Whenever the employee desires to take time off earned on the basis of compensatory time, the employee shall submit a request to the employee's supervisor. The supervisor may not unreasonably deny the employee's request to use accrued compensatory time. Except in emergency situations, an employee shall submit a request to use compensatory time a minimum of three (3) work days in advance of the time desired off unless the supervisor agrees to lesser notice. After an employee has used any or all of the employee's accumulated compensatory time, the employee may accumulate additional compensatory time up to the forty (40) hour maximum. If the employee's request to use compensatory time is denied, the employee shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the rate in effect at the time of payment.

15.15 A. Food service workers who are regularly assigned extended service shall have their regularly scheduled work day increased in a similar manner. Specifically, when such an employee is assigned extended service in excess of 30 minutes for the majority of the work days in a full pay period for two consecutive pay periods, effective the first paid day of the next pay period the employee's regularly scheduled work day shall be increased by the average number of extended hours during the two previous pay periods. This provision does not apply to food service workers during the first two full pay periods of the school year and does not apply to temporary extended service assigned as a result of the absence of another employee in the same work location.

All benefits resulting from such increase, except the added hours of pay, shall remain in effect for two pay periods following any reduction in the scheduled work day for such an employee. Any changes in insurance coverage resulting from an increase or decrease in an employee's scheduled work day shall be effective the first day of the month following the effective date of such change.

B. At the Food Service Production Center, the cold food line is currently operated at a maximum of 96 meals per minute and the hot food line is operated between 120 and 140 meals per minute, depending on product. These maximums will not be intentionally increased unless improved equipment or changed product make an increase feasible and unless any anticipated increase is first discussed with representatives of the affected employees.

15.16 Data Processing Computer Employees periodically assigned on-call responsibility and system check responsibility during periods of non-production (generally weekends and holidays) will be paid a minimum of two hours pay for each such assigned day. The rate of such pay, and pay for hours actually worked in excess of two, shall be in accordance with the Board/OAPSE Agreement. Such periodic assignments shall normally be rotated among Computer Operator I's and Computer Operator II's and such employees shall normally be furnished with a pager during such on-call assignment.

## ARTICLE 16

### MISCELLANEOUS

#### 16.1 In-Service Procedures

Classified employees shall attend a minimum of two in-service meetings per calendar year, when such meetings, designed to help improve the efficiency or ease of the work, are offered in either the field of present work of the individual employee or in a field of work to which said individual employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee, but it shall not be a requirement that such meetings be held during the employee's assigned working hours. No employee will be required to attend an in-service meeting during his vacation or holidays.

- 16.2 The Board shall deliver to the Union the present job description for each classification prepared in accordance with Ohio Revised Code 3317.12 within thirty (30) days after the effective date of this Agreement.
- 16.3 There shall be established a committee of ten (10) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually agree otherwise. Five (5) members of the committee shall be appointed by the Administration and five (5) shall be appointed by the Union.
- 16.4 Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid the difference between his jury pay and his base rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave.
- 16.5 Any employee injured as a result of an industrial injury for which Worker's Compensation is payable shall have the opportunity of electing to receive temporary total compensation benefits prior to exhausting accrued sick leave benefits or vacation pay.
- 16.6 The Board of Education shall permit members of the bargaining unit to attend adult or evening classes where not in conflict with work schedules free of tuition, provided the employee meets the eligibility requirements for enrollment in the course and provided that the course is related to their primary work function for the Board of Education or will enable the employee to qualify for a higher classification within the school system. Initial inquiries by employees about the appropriateness of specific courses should be directed to the Director of Classified Personnel.
- 16.7 The parties agree that if the present evaluation program of non-certified personnel involving the rating of such personnel by supervisors is continued, during the course of such evaluation, discussion will occur with the personnel involved in the evaluation and the final evaluation report will be reviewed with the employee involved.
- 16.8 Whenever the Board of Education is informed that a job audit is being conducted involving the members of the bargaining unit, it shall promptly notify the President of the Union of such audit including the positions being audited and by whom the audit is being conducted. The Board of Education shall also inform the person conducting the audit of the provisions of this Section. Upon receipt of such notice, the Union may request to meet with the Administration or its appropriate representatives to discuss their respective positions concerning the jobs under audit. The Union may, if it desires, request the Civil Service Commission or the person conducting the audit to allow the Association to state its position on the job under audit.

- 16.9 It shall be the policy of the Board of Education that consideration be given to members of the bargaining unit prior to consideration of other applicants when filling positions at the Board of Education that do not require a teaching certificate, in the event such position does not fall within the bargaining unit. The Board shall notify the President of the CSEA of any such vacancy in existing positions and of any such new positions established
- 16.10 Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of his or her regular duties, any child care attendant who rides a bus, or any intervention aide who rides a bus, who is on paid status and appears to be under the influence of alcohol or any drug of abuse shall be taken promptly to a laboratory or hospital for a blood or other appropriate test, or the Board may elect to have such test administered at The Board's central administrative site. The employee shall be on paid status until returned to the bus compound or regular work site, and the test shall be at Board expense. Refusal to submit to such a test shall constitute automatic resignation. Any positive test result will be cause for discipline, including discharge, recognizing that an appealable disciplinary action may be appealed to the Columbus Civil Service Commission. In the event this provision 16.10 is found to be unconstitutional by the State or Federal Court system, after appeals have been exhausted, this provision 16.10 shall be null and void and no negotiations on this matter shall be required during the term of this Agreement.
- 16.11 All employees required to attend food service meetings and educational aide meetings shall be paid in accordance with this Agreement.
- 16.12 When the Board intends to create a new classification within the bargaining unit, the salary range for such classification shall be discussed with representatives of the bargaining unit prior to filling the position.
- 16.13 A. A conference conducted by a supervisor or administrator with an employee may be summarized in a written conference report by such supervisor or administrator. The employee may be accompanied by a representative, who is another employee or an OAPSE representative, provided the conference results in a written conference report which will be placed in the employee's personnel file located at the Education Center. The supervisor or administrator conducting the conference may also be accompanied. The employee shall be advised, at the time such a conference is arranged, of the possibility of such a report. Arrangements by the employee for a representative shall not delay the conference, except that a prearranged conference involving a central office supervisor or administrator will normally be scheduled at least two (2) days in advance.
- B. The supervisor or administrator shall sign the conference report and shall provide the employee the right to indicate his views regarding the contents of the conference report in a space that shall be provided for this purpose on the conference

report form. The employee shall be allowed three (3) work days in which to prepare and place such views on the conference report form, sign the conference report, and return it to the supervisor or administrator. The employee's signature indicates only that the employee has seen the report and does not indicate either agreement or disagreement with the contents of the report

C. Disciplinary actions which require use of a Civil Service Personnel Action form shall be based on procedures which include the following:

- (1) The employee shall normally receive at least three (3) work days' prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing
- (2) The employee shall have the right to be represented by a Union Steward or other OAPSE representative.
- (3) The employee shall have the right to present witnesses and to question any witnesses presented by the Board.
- (4) The employee shall have the right to present any related evidence in his behalf.

- 16.14 An employee may request the removal of disciplinary Personnel Actions from his personnel file after three (3) years of good behavior as demonstrated by a lack of any disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the requirements indicated immediately above shall be honored. Employees who are required to attend a disciplinary hearing or a grievance hearing during their regularly scheduled work day shall be paid at their regular rate of pay for such time.
- 16.15 Anyone viewing the personnel file of an employee, except Board employees assigned to the personnel department or supervisors and administrators, shall sign and date a form provided for this purpose in the employee's personnel file.
- 16.16 Tardiness of less than fifteen (15) minutes for a scheduled shift shall not be the basis for denying an employee the right to work the remainder of the shift. Nothing in this provision shall limit the right of the Board to discipline an employee for tardiness of less than fifteen (15) minutes, and denial of the right to work for tardiness in excess of fifteen (15) minutes shall not limit the right of the Board to take other disciplinary action in connection with such tardiness. The decision to deny an employee who is fifteen (15) or more minutes late the right to work the remainder of the shift shall be at the discretion of the Board. In general, denial of the right to work the remainder of the shift will be based on other arrangements having already been initiated, on the previous attendance record of the employee, or the degree of tardiness

- 16.17 Any complaint received by phone concerning a bargaining unit member shall include the name, address, and phone number if available, of the complainant, or such unsubstantiated complaint shall not be the basis for any action against the employee and shall not be placed in the employee's file. Such a complaint may be orally communicated to the employee.
- 16.18 A. The Board shall have the right to terminate any member of the bargaining unit who is required to operate a Board-owned vehicle as a part of his or her regular duties upon the occurrence of any of the following:
1. The accumulation of eight (8) or more points within a current two-year period as reflected on the records maintained by the Registrar of Motor Vehicles of the State of Ohio under the point system for motor vehicle violations as set forth in R.C. 4507.021;
  2. A current conviction for the offense of operating a motor vehicle under the influence of alcohol or any drug of abuse, whether such conviction is the result of a court or jury determination, a plea of guilty or a plea of no contest;
  3. A current suspension or revocation of his or her operator's license by any court or the Bureau of Motor Vehicles.
- B. Before the Board exercises it's right to terminate an employee in accordance with sections 1 or 3 above of this provision, the employee may request and shall be granted sixty (60) calendar days in which to accomplish a reduction below eight (8) points or to accomplish reinstatement of his or her operator's license. During such sixty (60) days the employee shall be maintained in classification and pay range but may be assigned any bargaining unit work at the discretion of the Board.
- C. Before the Board exercises it's right to terminate an employee in accordance with sections 1, 2, or 3 above of this provision, the employee may request and shall be granted an unpaid leave of absence of up to six (6) months. During such leave of absence the employee may apply for any Civil Service job with the Board that is not promotional and shall be given preference in appointment within Civil Service rules and regulations. An employee on such a leave of absence as a result of violation of sections 1 or 3 will be returned to paid status if such violation is corrected.
- D. The time lines in sections B and C above begin when the Board notifies the employee that it intends to exercise its rights under this provision.
- E. The rights provided in B and C above shall include the rights provided in Section 12.4B. The rights provided in B and C above shall not be exercised by an employee more than once.

F. Any employee who already has eight (8) points on the effective date of this Agreement shall be given six (6) months to accomplish a reduction below eight (8) points. No additional action shall be taken by the Board against any employee based on violations of 2 or 3 above prior to the effective date of this Agreement.

16.19 Any member of the bargaining unit required to obtain a Commercial Driver's License (CDL) to operate a Board-owned vehicle as part of the employee's regular duties shall, in the event that said employee fails to pass the tests to obtain said CDL, be granted an additional sixty (60) calendar days to attempt to obtain the CDL after the employee becomes ineligible to drive a Board-owned vehicle due to failure to possess a CDL. During such sixty (60) calendar day period the employee shall be maintained in the employee's classification and pay range but may be assigned any bargaining unit work at the discretion of the Board. Upon passage of the tests to obtain a CDL, the employee shall be returned to the employee's regular duties and position. In the event that the employee does not obtain the CDL within said additional sixty (60) day period, the Board shall not be obligated to continue to employ the employee, however, the employee may apply for any Civil Service job with the Board that is not promotional and shall be given preference in appointment within Civil Service Rules and Regulations. The Board need not provide the alternate employment for up to sixty (60) calendar days as stated above for any employee who had not begun to make an effort to pass the required tests to obtain a CDL at least forty-five (45) days in advance of the last day upon which the employee was required to obtain a CDL in order to be able to operate a Board-owned vehicle.

16.20 Tuition Reimbursement

The Board will provide up to \$50,000 for FY91, \$50,000 for FY92, and \$50,000 for FY93 for a tuition reimbursement program. The purpose of this program is to provide tuition reimbursement for completing workshops, training programs, or courses for college credit taken on employees' own time that could either improve current job skills or prepare employees for promotional opportunities with the school system.

A tuition reimbursement committee will be formed to develop and administer this program for the members of the bargaining unit. The President of CSEA and the Superintendent will appoint an equal number of classified employees and administrators/ classified supervisors to this committee. The size, specific responsibilities, and any time line expectations for the committee will be determined by the President of CSEA and the Superintendent and communicated to the committee. The committee will develop the program guidelines with the following stipulations:

1. A committee pre-approved activity will be reimbursed at 100% of tuition upon receipt of evidence of successfully completing the activity. Tuition reimbursement will be granted for those approved activities where an employee is required to pay an out of pocket expense. Any expense covered by grant, scholarship, etc., will not be reimbursed. Reimbursement will not cover such items as parking fees, late fees, books, etc.

2. Where credit is available, courses approved for reimbursement must be taken for credit.
3. Committee developed guidelines will encourage teacher training courses.
4. The termination of employment for any reason, except death, within one year of reimbursement will result in the reimbursement being deducted from the final paycheck

**ARTICLE 17**  
**NEGOTIATION PROCEDURES**

17.1 Scope of Negotiations.

- A. The scope of bargaining between the Board and the Union shall be as established by Section 4117.08 of the Ohio Revised Code.
- B. During the term of this Agreement, any change in the Ohio Revised Code which modifies the scope of bargaining hereunder shall automatically and simultaneously change the scope of bargaining, as provided in paragraph A above, in the same manner and without consultation or agreement by the Board and the Union.
- C. It is not the intent of either party that inclusion of Paragraph A above either establishes or implies any modification to the lawfully provided scope of bargaining with regard to whether or not any particular subject of bargaining is mandatory, permissive, or prohibited.

17.2 Joint Negotiation Committee.

A reasonable number of representatives or designees of the Board, the Superintendent or his designated representative, and a reasonable number of representatives named by the organization recognized as the Exclusive Representative of the classified employees shall comprise a joint committee for the purpose of negotiating and seeking agreement relative to policy recommendations. All negotiations shall be conducted in executive session and exclusively between said representatives or designees. In addition, each team of representatives or designees shall be authorized to admit a reasonable number of observers at one time to such meetings. Such observers, if any, shall be designated prior to each Joint Negotiation Committee meeting and shall be without the right to speak or otherwise comment to either party during said meetings.

17.3 Good Faith Bargaining.

Good Faith Bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being negotiated in a sincere effort to reach a mutual understanding and agreement on such matters; but such obligation does not compel either party to agree to a proposal or require the making of a concession.

17.4 Days.

Days shall mean calendar days.

17.5 Meetings.

At least seventy-five (75) and no more than ninety (90) days prior to the expiration date of the negotiated Agreement between the Board and the Exclusive Representative, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the parties will meet for the purpose of establishing an agenda for bargaining and to discuss administrative details. Subsequent meetings shall be held at times and places mutually agreed to by the Board and the Exclusive Representative.

Negotiation meetings shall not be conducted during normal business hours except by approval of the Board.

17.6 Agreement.

When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Exclusive Representative. When approved by the membership of the Exclusive Representative, it shall be submitted to the Board of Education. Thereupon, after Board approval, the agreement shall constitute the total contract between the parties.

17.7 Impasse.

In the event the members of the Joint Negotiation Committee are unable to reach agreement by thirty (30) days prior to the expiration of the Agreement, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. Such request may be delayed by mutual agreement of the parties. Mediation of the unresolved issues shall continue until all issues are resolved or until such time as the parties jointly request the termination of the mediation process.

17.8 Application of Grievance and Arbitration Procedures.

In the event the Board or the Union believes that the issue in a grievance charging a violation of Article 17 falls within the lawful jurisdiction of the State Employment Relations Board (SERB), either party may commence a proceeding with SERB in accordance with procedures established by SERB. In such an event, such a grievance shall not be subject to Articles 8 and 9 of this Agreement unless and until SERB refuses jurisdiction or it is lawfully determined that SERB has no jurisdiction. Upon notification of such refusal or lawful determination, the Union may proceed with grievance and arbitration proceedings under the aforesaid Articles within ten (10) days of such notification.

17.9 Interim Negotiations.

- A. During the term of this Agreement, if there is any change in state law which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision only.
- B. On written request to the Union, the Board President or his designated representative shall call for the initial meeting of the Joint Negotiation Committee for the purpose of interim negotiations to be held not later than five (5) days after receipt of such written request. Negotiation meetings shall be

held as often as necessary pursuant to the procedures set forth in Section 17.5 above; however, the last negotiations meeting should be held no later than fifteen (15) days after the first meeting. In the event the members of the Joint Negotiation Committee are unable to reach agreement during the period of interim negotiations, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. Mediation shall continue until all issues are resolved or until such time as the parties jointly request the termination of the mediation process.

- C. In the event, during the term of this Agreement, additional funds from the State require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).

#### ARTICLE 18 JOB SECURITY

- 18.1 Aides, student helpers, temporary employees and volunteers shall not be used to fill a position within any of the job classifications covered by this Agreement except as expressly permitted by this Agreement or in the event regular full-time people are not available to fill the position.
- 18.2 In the event under Section 18.1, above, it becomes necessary to use aides, student helpers or temporary employees to fill positions in job classifications covered by this Agreement, such temporary employee, aide or student helper shall be paid at the rate of pay specified in this Agreement for such job at Step 1.
- 18.3 The parties understand and agree that from time to time the Board enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs which call for the employment of student helpers or other people involved in study programs. The above provisions of this Agreement are not intended to exclude such educational programs; however, the employment of persons under those programs shall not in any way be used to reduce the number of employees of the Board or be used to reduce the hours of employees of the Board.
- 18.4 A. In the event a school clerical position exists for a secondary summer school program, the position will first be offered to the school secretary assigned to the location during the school year. The position will next be offered to the school secretary who held the position in the available location the previous summer. The position will next be offered to other school secretaries and awarded on the basis of department seniority. School secretaries in secondary summer school programs shall be paid their existing hourly rate of pay.

- B. In the event a summer school helper position exists for an elementary summer school program, the position will first be offered to the school secretary assigned to the location during the school year. The position will next be offered to the school secretary who held the position in the available location the previous summer. The position will next be offered to other school secretaries on the basis of department seniority. The position will next be offered to educational aides, first on the basis of assignment in the position at the location the previous summer and next on the basis of department seniority. School secretaries in elementary summer school helper positions shall be paid at their regular hourly rate. Educational aides in summer school helper positions shall be paid their existing hourly rate of pay as an educational aide.
- C. By April 15 of each year, the Director of Classified Personnel shall distribute a form to all work locations. This form shall be for secretaries and aides to indicate their desire for summer positions. The Director of Classified Personnel shall then proceed to award the available positions on the basis of the desires indicated on such form and in compliance with the provisions of A and B above.
- 18.5 No school clerk shall be required to accept the responsibilities of the school treasurer position
- 18.6 A Notwithstanding the provisions of 10.8J, summer cleaning positions in individual schools which are determined by the Board to be available for school-year employees shall be offered to school-year personnel on the basis of system seniority. Such positions shall be for a minimum of five (5) hours per day.
- B Summer food service positions determined by the Board to be available to food service personnel shall be awarded to food service employees based on the appropriate job classification seniority.
- 18.7 If an employee is dismissed and the employee is reinstated through a proper appeal, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement.
- 18.8 During the term of this Agreement, the Board shall reduce the number of calendar-year, eight (8) hour bus driver positions only by attrition of such present employees or as a part of a general layoff in all classes of bus drivers

ARTICLE 19  
INSURANCE

19.1 Hospital, Surgical, and Major Medical Insurance

- A. During the term of this Agreement, the Board shall continue the current Comprehensive Major Medical Insurance Program for members of the bargaining unit electing and eligible for such coverage. The Board shall pay 95 percent of the cost of coverage under such program for all individual members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year and elect such coverage. Effective January 1, 1993 the Board shall pay 90 percent of such cost.
- B. In addition to A above, the Board shall pay 70 percent of the Board's cost of the insurance program indicated in A above for the dependents of all members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year, provided such employees elect such dependency coverage.
- C. In addition to A above, the Board shall pay 95 percent of the cost of the insurance program indicated in A above for the dependents of all members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year, provided such employees have elected such dependency coverage for the twelve (12) most recent consecutive months Effective January 1, 1993 the Board shall pay 90 percent of such cost.
- D. Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board Treasurer.
- E. During the term of this Agreement, a member of the bargaining unit married to another employee of the Board, both of whom are eligible at 95 percent Board expense for the benefits provided in A above and who have no dependents, shall be provided individual coverage. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. The provision above requiring family coverage for the twelve (12) most recent consecutive months in order to be eligible for family coverage at 95 percent Board expense shall not apply to such members of the bargaining unit. In the event the spouse of a member of the bargaining unit covered by this provision leaves the employment of the Board, the family coverage shall be maintained at 95 percent Board expense. In the event a member of the bargaining unit covered by this provision changes marital status from married to single, the family coverage shall be maintained at 95 percent Board expense provided the member of the bargaining unit has a dependent eligible for coverage. Effective January 1, 1993 the references above to 95 percent Board expense shall become 90 percent Board expense.

F. During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above. Such election shall be in accordance with the following:

1. The employee shall pay, by the monthly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board's cost for such employee coverage as provided above.

2. Employees may change their status under this program with regard to enrollment, withdrawal, or change to the Comprehensive Major Medical Insurance program during the fall enrollment period.

G. 1. There is an additional deductible of \$100.00 if Pre-Admission Certification through the Third Party Administrator is not used prior to admission for non-emergency hospitalization or, where practical, within twenty-four (24) hours of an emergency admission.

2. There is an additional deductible of \$100.00 if a Second Surgical Opinion is not obtained prior to a non-emergency surgery for:

- |  |                        |
|--|------------------------|
| - Breast Surgery                             | - Back Surgery         |
| - Ligation or stripping<br>of Varicose Veins | - Knee Surgery         |
| - Bunion Surgery                             | - Nose Surgery         |
| - Cataract Surgery                           | - Coronary Bypass      |
| - Tonsillectomy and<br>Adenoidectomy         | - Gall Bladder Surgery |
| - Hemorrhoidectomy                           | - Hernia Surgery       |
| - Prostate Surgery                           | - Hysterectomy         |
| - Prostatectomy                              | - Disc Surgery         |

3. Case Management is added to the coverage. With mutual agreement by the patient and the Third Party Administrator, alternative forms of care can be provided that are not otherwise allowable expenses for the Comprehensive Major Medical program.

4. An employee Hospital Audit Bonus is established whereby an employee can receive 25% (Minimum payment \$5, Maximum payment \$500) of the net savings from hospital billing errors detected by the employee. (Errors or discrepancies found by the Third Party Administrator during initial processing are not subject to this program.)

- H. In the event the Board elects to change the insurance carrier for the coverage provided in paragraph A above during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.

#### 19.2 Dental Insurance

- A. During the term of this Agreement the Board shall continue the current dental insurance program for all members of the bargaining unit electing such coverage who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year. The Board shall pay 90 percent of the cost of the unitary rate of such dental insurance program. Payment of such insurance costs by members of the bargaining unit shall be by payroll deduction based on the schedule distributed annually by the Board treasurer.
- B. In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.
- C. The dental insurance program shall be as follows:

1. Description of Covered Services

Subject to the Exclusions and Limitations hereinafter stated, the following is a brief Description of Covered Dental Services when such services are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice:

This program pays  
the following percent  
of the Usual, Customary  
and Reasonable Fees

2. Basic Dental Services

Preventive: Prophylaxis (cleaning, scaling, and polishing, not more often than once in any six-month period), topical application of fluoride solutions, space maintainers, oral examinations, and emergency (palliative) treatment.	100%
Diagnostic: X-rays, and other diagnostic procedures to evaluate the existing condition to determine the required dental treatment. Also included are Diagnostic Casts, when necessary.	100%
Oral Surgery: Procedures for extractions and other oral surgery, including pre and post-operative care.	80%

Restorative: Provides amalgam, synthetic porcelain and plastic restorations for treatment of carious lesions. Restorative crowns, onlays, and other cast restorations are benefits only when other materials will not satisfactorily restore the tooth.	80%
Endodontic: Procedures for pulpal therapy and root canal filling.	80%
Periodontic: Procedures for treatment of the tissues supporting the teeth.	80%
Prosthodontics: Procedures for construction of bridges, partial, and complete dentures.	50%
Orthodontics: Procedures for the correction of malposed teeth.	50%

**3. Deductible**

A \$25.00 deductible (not applicable to Diagnostic or Preventive Services) shall apply, with a maximum of \$75.00 per family, per calendar year. Effective January 1, 1991 there are no deductibles.

**4. Maximum Benefit**

Each eligible patient shall be entitled to a \$1,500.00 benefit per calendar year, except that Orthodontics shall be limited to a lifetime maximum benefit of \$1,000.00 per patient.

**5. Exclusions**

- . Dental Services which are compensable under Worker's Compensation or other similar laws
- Surgical Services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons
- . Any Prosthodontic Service started prior to the date the patient became eligible
- . General Anesthesia, other than for Oral Surgery
- . Prescription drugs and appliances other than the Prosthodontic appliances
- . Sealants, oral hygiene instruction and dietary instruction
- . Plaque control programs
- . Myofunctional therapy
- . Treatment for disturbance of the Temporomandibular Joint
- . Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion--such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition, and restoration of malalignment of the teeth
- . All other services not specified

6. Limitations

- . Full-mouth X-rays are a benefit once in a three-year period.
  - Bitewing X-rays are a benefit once in each six months.
  - . Prophylaxis is a benefit once in each six months.
  - . Gold restorations are provided when amalgams, silicates or plastics cannot satisfactorily restore a tooth
  - . Prosthodontics and crowns are a benefit once in any five-year period.
- The allowance for a standard Prosthodontic appliance will be allowed toward the cost of an implant.

7. Predetermination of Benefits

If other than brief and routine dental services are needed, an Attending Dentist's Statement (claim form) listing the proposed services should be submitted to Delta Dental Plan of Ohio in advance of your dentist completing such services. The Predetermination of Benefits procedure will enable Delta Plan of Ohio to verify eligibility and state the amount of benefit payable by your program.

19.3 Life Insurance

- A. The Board shall provide, at Board expense, \$25,000 group term life insurance for members of the bargaining unit who have a minimum of twenty-five (25) scheduled hours of work per week for their normally scheduled work year through December 31, 1990. Effective January 1, 1991, such insurance shall be for \$30,000. Effective January 1, 1992, such insurance shall be for \$35,000. Effective January 1, 1993, such insurance shall be for \$40,000.
- B. The Board shall provide, at Board expense, \$12,500 group term life insurance for members of the bargaining unit who have a minimum of twenty (20) scheduled hours of work per week for their normally scheduled work year through December 31, 1990. Effective January 1, 1991, such insurance shall be for \$15,000. Effective January 1, 1992, such insurance shall be for \$17,500. Effective January 1, 1993, such insurance shall be for \$20,000.
- C. Any employee granted a leave of absence shall be allowed to maintain the life insurance provided in this section by paying the premium during the period of such leave. If the leave is due to a Worker's Compensation claim (as stated in Section 12.4 of the Agreement) and the employee becomes permanently and totally disabled, a premium waiver must be filed by the employee with the insurance company prior to the first anniversary date of the accident or injury. Failure to do so will disqualify the employee from conversion or premium waiver. All premium waivers due to illness, injury, or disease must be filed within one (1) year of the first date of that illness, injury; or disease whether job related or not.

19.4 Disability Insurance Payroll Deductions

- A. The Union will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.
- B. There shall be a maximum of four (4) options available for election by employees under this plan.
- C. Employees may not change their status under this program with regard to enrollment, withdrawal, and change in option more than once every twelve (12) months. A change in the premium rate shall be considered a change in status under the program. Any and all such changes must be made at the same time.
- D. This provision is subject to the availability of a Horace Mann disability insurance program.

19.5 Insurance Study Committee

A joint Board/Union Insurance Study Committee shall be established to review the insurance provided in this Agreement and to make reports to the Superintendent and to the Union President concerning any alternatives and recommendations as they relate to providing an improved insurance program. All related insurance records and statistics reasonably available to the Board will be made available to the joint committee. This committee shall also be authorized to:

- A. Review and, as necessary revise any materials concerning the insurance program which are to be distributed to employees.
- B. Determine the limit that should be placed on in-patient psychiatric and substance abuse coverage and include a statement regarding such limit in said materials.
- C. Study a Preferred Provider Organization Plan.

19.6 Health and Safety Committee

The Board and the Union shall establish a labor-management health and safety committee. The committee shall be composed of at least three (3) representatives appointed by the Board and eleven (11) employees appointed by the Union. Each party shall appoint a co-chair for the committee. The general responsibility for the committee shall be to provide recommendations for a safe and healthful workplace.

ARTICLE 20  
WAGES

- 20.1 During the term of this Agreement, normal progression on the salary increment schedule is as follows:

Step A	Entry
Step B	After 1 year of paid employment
Step C	After 3 years of paid employment
Step D	After 5 years of paid employment
Step E	After 8 years of paid employment
Step F	After 12 years of paid employment
Step G	After 20 years of paid employment

Step increase shall be effective on the first day of the first full pay period following eligibility based on the length of time in the immediate step. Members of the bargaining unit who, as a result of reclassification, have more years of service than required for a step increase shall be eligible for the next step after one year.

- 20.2 Commencing August 25, 1990, classified employees and educational aides shall be paid in accordance with the salary schedule identified as Exhibits CS-10 and CS-10A.
- 20.3 Commencing August 24, 1991, classified employees and educational aides shall be paid in accordance with the salary scheduled identified as Exhibits CS-10 and CS-10B
- 20.4 Commencing August 22, 1992, classified employees and educational aides shall be paid in accordance with the salary schedule identified as Exhibits CS-10 and CS-10C.
- 20.5 Whenever an employee receives a promotion which results in an assignment to a higher pay range by the terms of this Agreement, that person shall be placed in the new pay range two steps above his hourly rate at the time of his promotion, except that a promotion which results in an increase of one range shall result in an increase of one step. Section 20.5 shall apply only to promotion within a department as defined in Section 10.1B. All other promotions shall continue to be treated under present practice.
- 20.6 Educational aides shall be granted one year of experience for salary purposes for each school year during which the educational aide was employed for a minimum of one hundred twenty (120) school days as an educational aide in the Columbus Public Schools. Computation of experience for salary purposes shall begin with the 1969-70 school year.
- 20.7
  - A. Food Service Satellite Managers shall receive mileage allowance each day for the mileage from their home address to their first work location and from their last work location to their home address which is in excess of twice the mileage from their home address to the Food Production Center. Mileage allowance for floating Food Service Satellite Workers shall be computed and paid in the same manner based on their base school
  - B. Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate allowed by the Internal Revenue Service, by prior publication, as of September 1 each year. Such rate shall be modified only on September 1 of each year.

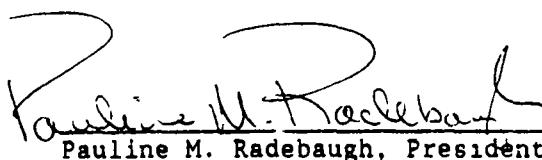
- 20.8 SERS-Board "Pick-up" shall be implemented and effective beginning no later than the third full pay period following the effective date of this agreement. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77642 remains substantially unchanged. Employees are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.
- 20.9 Employees shall be paid by direct deposit to a bank, subject to the following:
- A. The employee must select a bank, savings and loan, or credit union which is a member of the Federal Reserve Wire System and willing and able to accept direct deposits. Only regular pay will be direct deposited and such payments as supplemental and overtime will not be direct deposited.
  - B. The Board shall furnish the employee with a direct deposit statement of earnings for the pay period.
  - C. All members of the bargaining unit employed after the effective date of this Agreement will be paid by direct deposit.
  - D. Members of the bargaining unit employed prior to the effective date of this Agreement shall have the option of electing direct deposit. The Board may establish reasonable procedures and effective dates for processing the election of direct deposit.
  - E. Anytime after January 1, 1993, if more than seventy-five (75) percent of the members of the bargaining unit are being paid by direct deposit, the Board may, with reasonable notice, pay all employees by direct deposit.

ARTICLE 21  
DURATION OF AGREEMENT

21.1 This Agreement shall be effective as of 12 01 a m , September 1, 1990, and shall continue in full force and effect until midnight August 31, 1993 In witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above mentioned.

BOARD OF EDUCATION OF THE  
CITY OF COLUMBUS SCHOOL DISTRICT

BY.

  
Pauline M. Radebaugh  
Pauline M. Radebaugh, President

Ronald E. Etheridge, Superintendent

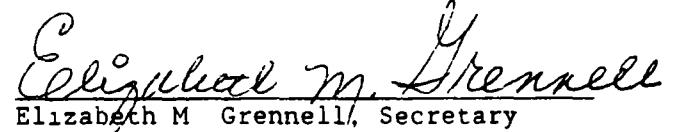
  
Charles C. Hall  
Charles C. Hall, Chief Negotiator

COLUMBUS SCHOOL EMPLOYEES ASSOCIATION  
OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES  
AFSCME LOCAL 4, AFL-CIO

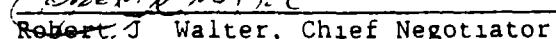
BY:

  
Robert Boone  
Robert Boone, President

Mildred Markham, Vice President

  
Elizabeth M. Grennell  
Elizabeth M. Grennell, Secretary

  
Mary Ann Howell  
Mary Ann Howell, Treasurer

  
Robert J. Walter, Chief Negotiator

June 27, 1990

Exhibit CS-10

COLUMBUS PUBLIC SCHOOLS  
PAY RANGES BY CLASSIFICATION  
CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDS  
EFFECTIVE AUGUST 25, 1990

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>CLASSIFICATION</u>
10	ACCOUNT CLERK I	5	CLERK I
16	ACCOUNT CLERK II	6	CLERK II
25	ARCHITECTURAL DRAFTER	10	CLERK III
6	ARCHITECTURAL INTERN	3	COOK I
10	AUDIOVISUAL PROCESSOR	4	COOK II
23	AUTOMOTIVE BODY MECHANIC	6	CUSTODIAN I
17	AUTOMOTIVE PARTS CLERK	8	CUSTODIAN II
14	AUTOMOTIVE SERVICE WORKER I	23	DATA COMMUNICATIONS SPECIALIST
17	AUTOMOTIVE SERVICE WORKER II	7	DATA ENTRY OPERATOR
18	AUTOMOTIVE TIRE REPAIRER	23	D.P. COMPUTER OPERATOR I
20	BOILER OPERATOR-HEAD CUSTODIAN I	18	D.P. COMPUTER OPERATOR TRAINEE
23	BOILER OPERATOR-HEAD CUSTODIAN II	18	D.P. QUALITY CONTROLLER I
21	BRAILLE TRANSCRIBER	9	D.P. QUALITY CONTROLLER TRAINEE
11	BUS DRIVER	18	DATA PROCESSING TAPE LIBRARIAN
13	BUS DRIVER (LIFT BUS & ROUTE SPECIALIST PREMIUM)	7	DUPLICATING EQUIPMENT OPERATOR
21	BUS MECHANIC I	23	ELECTRONICS REPAIRER
23	BUS MECHANIC II	23	ENVIRONMENTAL SYSTEMS TECHNICIAN (CONTROLS)
8	CHILD CARE ATTENDANT	23	ENVIRONMENTAL SYSTEMS TECHNICIAN (INSULATION)
10	CLEAN-IN-PLACE SYSTEM OPERATOR	23	ENVIRONMENTAL SYSTEMS TECHNICIAN (PLUMBING/PIPING)
7	CLEAN-IN-PLACE SYSTEM OPERATOR HELPER	17	EXHIBITS TECHNICIAN

RANGES BY CLASSIFICATION  
CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
EFFECTIVE AUGUST 25, 1990

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>CLASSIFICATION</u>
9	FIRE SAFETY EQUIPMENT WORKER	23	MAINTENANCE PAINTER
2	FOOD SERVICE HELPER	17	MAINTENANCE PAINTER HELPER
9	FOOD SERVICE INSPECTOR	23	MAINTENANCE ROOFER
8	FOOD SERVICE MANAGER I	18	MAINTENANCE SERVICE REPRESENTATIVE
15	FOOD SERVICE MANAGER II	23	MAINTENANCE WELDER
6	FOOD SERVICE MANAGER TRAINEE	17	MAINTENANCE WELDER HELPER
15	FOOD SERVICE SATELLITE MANAGER	9	OCCUPATIONAL THERAPIST ASSISTANT
2	FOOD SERVICE SATELLITE WORKER	7	PARKING LOT ATTENDANT
17	FOOD SERVICE SUPPORT SPECIALIST	17	PLANT MAINTENANCE HELPER
14	HEAD CUSTODIAN I	17	PLANT MAINTENANCE HELPER (INSULATION)
18	HEAD CUSTODIAN II	8	RADIO HOST/PRODUCER
20	HEAD CUSTODIAN III	8	RADIO STATION OPERATOR
8	INTERVENTION AIDE	12	RECEIVING CLERK
9	LABORER	6	RECEPTIONIST
17	LANDSCAPE MAINTENANCE WORKER I	3	SATELLITE PROGRAM AIDE
23	LANDSCAPE MAINTENANCE WORKER II	23	SHADE AND DRAPERY MAKER
23	LOCKSMITH	17	STEAM BOILER OPERATOR (HIGH PRESSURE)
7	MAIL HANDLER	14	STEAM BOILER OPERATOR (LOW PRESSURE)
23	MAINTENANCE CARPENTER	10	STEAM BOILER OPERATOR TRAINEE (HIGH PRESSURE)
17	MAINTENANCE CARPENTER HELPER	9	STENOGRAPHER CLERK II
23	MAINTENANCE ELECTRICIAN	12	STENOGRAPHER CLERK III
17	MAINTENANCE ELECTRICIAN HELPER	17	STOREKEEPER
23	MAINTENANCE MECHANIC		

June 27, 1990

Exhibit CS-10

RANGES BY CLASSIFICATION  
CLASSIFIED EMPLOYEES AND EDUCATION AIDES  
EFFECTIVE AUGUST 25, 1990

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>CLASSIFICATION</u>
12	TRUCK DRIVER	8	TYPIST CLERK II
23	TYPEWRITER REPAIRER	10	TYPIST CLERK III
17	TYPEWRITER REPAIRER HELPER	14	VOLUNTEER SPECIALIST
5	TYPIST CLERK I	9	WAREHOUSE WORKER

EDUCATIONAL AIDES

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>CLASSIFICATION</u>
1	EDUCATIONAL AIDE	15	MEDIA AIDE

SCHOOL CLERKS

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>CLASSIFICATION</u>
2	TYPIST CLERK II	3	STENOGRAPHER CLERK II
4	TYPIST CLERK III	5	STENOGRAPHER CLERK III

PAYRANGE

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 25, 1990

RANGE	RATE	A	B	C	D	E	F	G
1	HOURLY	7 78	7 94	8 06	8 24	8 39	8 58	8 75
	OVERTIME	11 67	11 91	12 09	12 36	12 59	12 87	13 13
	BI-WEEKLY	622 40	635 20	644 80	659 20	671 20	686 40	700 00
	ANNUAL	16 182 40	16 515 20	16 764 80	17 139 20	17 451 20	17 846 40	18,200 00
2	HOURLY	8 59	8 67	8 85	9 01	9 19	9 33	9 51
	OVERTIME	12 89	13 01	13 28	13 52	13 79	14 00	14 27
	BI-WEEKLY	687 20	693 60	708 00	720 80	735 20	746 40	760 80
	ANNUAL	17,867 20	18,033 60	18 408 00	18,740 80	19 115 20	19 406 40	19,780 80
3	HOURLY	9 01	9 19	9 33	9 51	9 69	9 89	10 05
	OVERTIME	13 52	13 79	14 00	14 27	14 54	14 84	15 08
	BI-WEEKLY	720 80	735 20	746 40	760 80	775 20	791 20	804 00
	ANNUAL	18,740 80	19,115 20	19 406 40	19 780 80	20 155 20	20 571 20	20,904 00
4	HOURLY	9 19	9 33	9 51	9 69	9 89	10 05	10 25
	OVERTIME	13 79	14 00	14 27	14 54	14 84	15 08	15 38
	BI-WEEKLY	735 20	746 40	760 80	775 20	791 20	804 00	820 00
	ANNUAL	19,115 20	19,406 40	19,780 80	20,155 20	20,571 20	20,904 00	21,320 00
5	HOURLY	9 33	9 51	9 69	9 89	10 05	10 25	10 47
	OVERTIME	14 00	14 27	14 54	14 84	15 08	15 38	15 71
	BI-WEEKLY	746 40	760 80	775 20	791 20	804 00	820 00	837 60
	ANNUAL	19,406 40	19,780 80	20,155 20	20,571 20	20,904 00	21 320 00	21,777 60
6	HOURLY	9 69	9 89	10 05	10 25	10 47	10 71	10 90
	OVERTIME	14 54	14 84	15 08	15 38	15 71	16 07	16 35
	BI-WEEKLY	775 20	791 20	804 00	820 00	837 60	856 80	872 00
	ANNUAL	20,155 20	20 571 20	20 904 00	21,320 00	21 777 60	22 276 80	22,672 00
7	HOURLY	9 89	10 05	10 25	10 47	10 71	10 90	11 17
	OVERTIME	14 84	15 08	15 38	15 71	16 07	16 35	16 76
	BI-WEEKLY	791 20	804 00	820 00	837 60	856 80	872 00	893 60
	ANNUAL	20,571 20	20,904 00	21,320 00	21,777 60	22,276 80	22 672 00	23,233 60
8	HOURLY	10 05	10 25	10 47	10 71	10 90	11 17	11 45
	OVERTIME	15 08	15 38	15 71	16 07	16 35	16 76	17 18
	BI-WEEKLY	804 00	820 00	837 60	856 80	872 00	893 60	916 00
	ANNUAL	20,904 00	21,320 00	21,777 60	22,276 80	22,672 00	23 233 60	23,816 00
9	HOURLY	10 25	10 47	10 71	10 90	11 17	11 45	11 71
	OVERTIME	15 38	15 71	16 07	16 35	16 76	17 18	17 57
	BI-WEEKLY	820 00	837 60	856 80	872 00	893 60	916 00	936 80
	ANNUAL	21,320 00	21,777 60	22,276 80	22,672 00	23,233 60	23,816 00	24 356 80
10	HOURLY	10 47	10 71	10 90	11 17	11 45	11 71	11 99
	OVERTIME	15 71	16 07	16 35	16 76	17 18	17 57	17 99
	BI-WEEKLY	837 60	856 80	872 00	893 60	916 00	936 80	959 20
	ANNUAL	21,777 60	22,276 80	22,672 00	23,233 60	23,816 00	24 356 80	24,939 20
11	HOURLY	10 58	10 86	11 08	11 33	11 62	11 88	12 16
	OVERTIME	15 87	16 29	16 62	17 00	17 43	17 82	18 24
	BI-WEEKLY	846 40	868 80	886 40	906 40	929 60	950 40	972 80
	ANNUAL	22,006 40	22,588 80	23,046 40	23,566 40	24 169 60	24 710 40	25,292 80
12	HOURLY	10 71	10 90	11 17	11 45	11 71	11 99	12 27
	OVERTIME	16 07	16 35	16 76	17 18	17 57	17 99	18 41
	BI-WEEKLY	856 80	872 00	893 60	916 00	936 80	959 20	981 60
	ANNUAL	22,276 80	22,672 00	23,233 60	23,816 00	24 356 80	24,939 20	25,521 60
13	HOURLY	10 86	11 08	11 33	11 62	11 88	12 16	12 39
	OVERTIME	16 29	16 62	17 00	17 43	17 82	18 24	18 59
	BI-WEEKLY	868 80	886 40	906 40	929 60	950 40	972 80	991 20
	ANNUAL	22,588 80	23,046 40	23,566 40	24,169 60	24 710 40	25,292 80	25,771 20

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 25, 1990

14	HOURLY	10 90	11 17	11 45	11 71	11 99	12 27	12 62
	OVERTIME	16 35	16 76	17 18	17 57	17 99	18 41	18 93
	BI-WEEKLY	872 00	893 60	916 00	936 80	959 20	981 60	1 009 60
	ANNUAL	22,672 00	23,233 60	23,816 00	24,356 80	24,939 20	25,521 60	26,249 60
15	HOURLY	10 96	11 19	11 48	11 73	12 02	12 39	12 71
	OVERTIME	16 44	16 79	17 22	17 60	18 03	18 59	19 07
	BI-WEEKLY	876 80	895 20	918 40	938 40	961 60	991 20	1,016 80
	ANNUAL	22,796 80	23,275 20	23,878 40	24,398 40	25,001 60	25,771 20	26,436 80
16	HOURLY	11 08	11 33	11 62	11 88	12 16	12 47	12 83
	OVERTIME	16 62	17 00	17 43	17 82	18 24	18 71	19 25
	BI-WEEKLY	886 40	906 40	929 60	950 40	972 80	997 60	1 026 40
	ANNUAL	23,046 40	23,566 40	24,169 60	24,710 40	25,292 80	25,937 60	26,686 40
17	HOURLY	11 17	11 45	11 71	11 99	12 27	12 62	12 94
	OVERTIME	16 76	17 18	17 57	17 99	18 41	18 93	19 41
	BI-WEEKLY	893 60	916 00	936 80	959 20	981 60	1 009 60	1 035 20
	ANNUAL	23,233 60	23,816 00	24,356 80	24,939 20	25,521 60	26,249 60	26,915 20
18	HOURLY	11 45	11 71	11 99	12 27	12 62	12 94	13 32
	OVERTIME	17 18	17 57	17 99	18 41	18 93	19 41	19 98
	BI-WEEKLY	916 00	936 80	959 20	981 60	1,009 60	1 035 20	1,065 60
	ANNUAL	23,816 00	24,356 80	24,939 20	25,521 60	26,249 60	26,915 20	27,705 60
19	HOURLY	11 71	11 99	12 27	12 62	12 94	13 32	13 69
	OVERTIME	17 57	17 99	18 41	18 93	19 41	19 98	20 54
	BI-WEEKLY	936 80	959 20	981 60	1,009 60	1 035 20	1 065 60	1,095 20
	ANNUAL	24,356 80	24,939 20	25,521 60	26,249 60	26,915 20	27,705 60	28,475 20
20	HOURLY	11 99	12 27	12 62	12 94	13 32	13 69	14 08
	OVERTIME	17 99	18 41	18 93	19 41	19 98	20 54	21 12
	BI-WEEKLY	959 20	981 60	1,009 60	1,035 20	1,065 60	1 095 20	1,126 40
	ANNUAL	24,939 20	25,521 60	26,249 60	26,915 20	27,705 60	28,475 20	29,286 40
21	HOURLY	12 16	12 47	12 79	13 13	13 46	13 86	14 25
	OVERTIME	18 24	18 71	19 19	19 70	20 19	20 79	21 38
	BI-WEEKLY	972 80	997 60	1,023 20	1,050 40	1,076 80	1 108 80	1,140 00
	ANNUAL	25,292 80	25,937 60	26,603 20	27,310 40	27,996 80	28,828 80	29,640 00
22	HOURLY	12 27	12 62	12 94	13 32	13 69	14 08	14 48
	OVERTIME	18 41	18 93	19 41	19 98	20 54	21 12	21 72
	BI-WEEKLY	981 60	1,009 60	1,035 20	1,065 60	1,095 20	1 126 40	1,158 40
	ANNUAL	25,521 60	26,249 60	26,915 20	27,705 60	28,475 20	29,286 40	30,118 40
23	HOURLY	12 47	12 79	13 13	13 46	13 86	14 25	14 66
	OVERTIME	18 71	19 19	19 70	20 19	20 79	21 38	21 99
	BI-WEEKLY	997 60	1,023 20	1,050 40	1,076 80	1,108 80	1 140 00	1,172 80
	ANNUAL	25,937 60	26,603 20	27,310 40	27,996 80	28,828 80	29,640 00	30,492 80
24	HOURLY	12 79	13 13	13 46	13 86	14 25	14 66	15 07
	OVERTIME	19 19	19 70	20 19	20 79	21 38	21 99	22 61
	BI-WEEKLY	1,023 20	1,050 40	1,076 80	1,108 80	1,140 00	1 172 80	1,205 60
	ANNUAL	26,603 20	27,310 40	27,996 80	28,828 80	29,640 00	30,492 80	31,345 60
25	HOURLY	13 69	14 08	14 49	14 91	15 35	15 86	16 31
	OVERTIME	20 54	21 12	21 74	22 37	23 03	23 79	24 47
	BI-WEEKLY	1,095 20	1,126 40	1,159 20	1,192 80	1,228 00	1 268 80	1,304 80
	ANNUAL	28,475 20	29,286 40	30,139 20	31,012 80	31,928 00	32,988 80	33,924 80

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 25 1990

## School Clerk Ranges - 35 Hour Week

RANGE	RATE	A	B	C	D	E	F	G
2	HOURLY	10 34	10 57	10 82	11 07	11 31	11 60	11 88
	OVERTIME	15 51	15 86	16 23	16 61	16 97	17 40	17 82
	BI-WEEKLY	723 80	739 90	757 40	774 90	791 70	812 00	831 60
	ANNUAL	18,818 80	19,237 40	19,692 40	20,147 40	20 584 20	21 112 00	21,621 60
3	HOURLY	10 57	10 82	11 07	11 31	11 60	11 88	12 10
	OVERTIME	15 86	16 23	16 61	16 97	17 40	17 82	18 15
	BI-WEEKLY	739 90	757 40	774 90	791 70	812 00	831 60	847 00
	ANNUAL	19,237 40	19,692 40	20,147 40	20 584 20	21 112 00	21 621 60	22,022 00
4	HOURLY	10 82	11 07	11 31	11 60	11 88	12 10	12 46
	OVERTIME	16 23	16 61	16 97	17 40	17 82	18 15	18 69
	BI-WEEKLY	757 40	774 90	791 70	812 00	831 60	847 00	872 20
	ANNUAL	19,692 40	20,147 40	20,584 20	21,112 00	21 621 60	22 022 00	22,677 20
5	HOURLY	11 07	11 31	11 60	11 88	12 10	12 46	12 83
	OVERTIME	16 61	16 97	17 40	17 82	18 15	18 69	19 25
	BI-WEEKLY	774 90	791 70	812 00	831 60	847 00	872 20	898 10
	ANNUAL	20,147 40	20,584 20	21,112 00	21,621 60	22,022 00	22,677 20	23 350 60

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 24, 1991

RANGE	RATE	A	B	C	D	E	F	G
1	HOURLY OVERTIME BI-WEEKLY ANNUAL	8 17 12 26 653 60 16,993 60	8 34 12 51 667 20 17 347 20	8 46 12 69 676 80 17 596 80	8 65 12 98 692 00 17 992 00	8 81 13 22 704 80 18 324 80	9 01 13 52 720 80 18 740 80	9 19 13 79 735 20 19 115 20
2	HOURLY OVERTIME BI-WEEKLY ANNUAL	9 02 13 53 721 60 18,761 60	9 10 13 65 728 00 18,928 00	9 29 13 94 743 20 19,323 20	9 46 14 19 756 80 19 676 80	9 65 14 48 772 00 20,072 00	9 80 14 70 784 00 20 384 00	9 99 14 99 799 20 20,779 20
3	HOURLY OVERTIME BI-WEEKLY ANNUAL	9 46 14 19 756 80 19,676 80	9 65 14 48 772 00 20,072 00	9 80 14 70 784 00 20,384 00	9 99 14 99 799 20 20,779 20	10 17 15 26 813 60 21 153 60	10 38 15 57 830 40 21 590 40	10 55 15 83 844 00 21 944 00
4	HOURLY OVERTIME BI-WEEKLY ANNUAL	9 65 14 48 772 00 20,072 00	9 80 14 70 784 00 20,384 00	9 99 14 99 799 20 20,779 20	10 17 15 26 813 60 21 153 60	10 38 15 57 830 40 21 590 40	10 55 15 83 844 00 21,944 00	10 76 16 14 860 80 22,380 80
5	HOURLY OVERTIME BI-WEEKLY ANNUAL	9 80 14 70 784 00 20,384 00	9 99 14 99 799 20 20,779 20	10 17 15 26 813 60 21,153 60	10 38 15 57 830 40 21,590 40	10 55 15 83 844 00 21 944 00	10 76 16 14 860 80 22,380 80	10 99 16 49 879 20 22,859 20
6	HOURLY OVERTIME BI-WEEKLY ANNUAL	10 17 15 26 813 60 21,153 60	10 38 15 57 830 40 21,590 40	10 55 15 83 844 00 21,944 00	10 76 16 14 860 80 22,380 80	10 99 16 49 879 20 22,859 20	11 25 16 88 900 00 23 400 00	11 45 16 88 916 00 23,816 00
7	HOURLY OVERTIME BI-WEEKLY ANNUAL	10 38 15 57 830 40 21,590 40	10 55 15 83 844 00 21,944 00	10 76 16 14 860 80 22,380 80	10 99 16 49 879 20 22,859 20	11 25 16 88 900 00 23,400 00	11 45 16 88 916 00 23,816 00	11 73 17 18 938 40 24,398 40
8	HOURLY OVERTIME BI-WEEKLY ANNUAL	10 55 15 83 844 00 21,944 00	10 76 16 14 860 80 22,380 80	10 99 16 49 879 20 22,859 20	11 25 16 88 900 00 23 400 00	11 45 17 18 916 00 23 816 00	11 73 17 60 938 40 24 398 40	12 02 18 03 961 60 25 001 60
9	HOURLY OVERTIME BI-WEEKLY ANNUAL	10 76 16 14 860 80 22,380 80	10 99 16 49 879 20 22,859 20	11 25 16 88 900 00 23,400 00	11 45 17 18 916 00 23,816 00	11 73 17 60 938 40 24,398 40	12 02 18 03 961 60 25,001 60	12 30 18 45 984 00 25,584 00
10	HOURLY OVERTIME BI-WEEKLY ANNUAL	10 99 16 49 879 20 22,859 20	11 25 16 88 900 00 23,400 00	11 45 17 18 916 00 23,816 00	11 73 17 60 938 40 24,398 40	12 02 18 03 961 60 25 001 60	12 30 18 45 984 00 25,584 00	12 59 18 89 1,007 20 26,187 20
11	HOURLY OVERTIME BI-WEEKLY ANNUAL	11 11 16 67 888 80 23,108 80	11 40 17 10 912 00 23,712 00	11 63 17 45 930 40 24,190 40	11 90 17 85 952 00 24,752 00	12 20 18 30 976 00 25,376 00	12 47 18 71 997 60 25 937 60	12 77 18 71 1,021 60 26,561 60
12	HOURLY OVERTIME BI-WEEKLY ANNUAL	11 25 16 88 900 00 23,400 00	11 45 17 18 916 00 23,816 00	11 73 17 60 938 40 24,398 40	12 02 18 03 961 60 25,001 60	12 30 18 45 984 00 25,584 00	12 59 18 89 1,007 20 26,790 40	12 88 19 32 1,030 40 26,790 40
13	HOURLY OVERTIME BI-WEEKLY ANNUAL	11 40 17 10 912 00 23,712 00	11 63 17 45 930 40 24,190 40	11 90 17 85 952 00 24,752 00	12 20 18 30 976 00 25,376 00	12 47 18 71 997 60 25 937 60	12 77 19 16 1,021 60 26,561 60	13 01 19 52 1,040 80 27,060 80

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 24, 1991

14	HOURLY	11 45	11 73	12 02	12 30	12 59	12 88	13 25
	OVERTIME	17 18	17 60	18 03	18 45	18 89	19 32	19 88
	BI-WEEKLY	916 00	938 40	961 60	984 00	1 007 20	1 030 40	1 060 00
	ANNUAL	23,816 00	24,398 40	25 001 60	25 584 00	26 187 20	26 790 40	27,560 00
15	HOURLY	11 51	11 75	12 05	12 32	12 62	13 01	13 35
	OVERTIME	17 27	17 63	18 08	18 48	18 93	19 52	20 03
	BI-WEEKLY	920 80	940 00	964 00	985 60	1 009 60	1 040 80	1,068 00
	ANNUAL	23,940 80	24,440 00	25 064 00	25 625 60	26,249 60	27 060 80	27,768 00
16	HOURLY	11 63	11 90	12 20	12 47	12 77	13 09	13 47
	OVERTIME	17 45	17 85	18 30	18 71	19 16	19 64	20 21
	BI-WEEKLY	930 40	952 00	976 00	997 60	1 021 60	1 047 20	1,077 60
	ANNUAL	24,190 40	24,752 00	25,376 00	25,937 60	26 561 60	27 227 20	28,017 60
17	HOURLY	11 73	12 02	12 30	12 59	12 88	13 25	13 59
	OVERTIME	17 60	18 03	18 45	18 89	19 32	19 88	20 39
	BI-WEEKLY	938 40	961 60	984 00	1 007 20	1 030 40	1 060 00	1,087 20
	ANNUAL	24,398 40	25,001 60	25 584 00	26 187 20	26,790 40	27,560 00	28,267 20
18	HOURLY	12 02	12 30	12 59	12 88	13 25	13 59	13 99
	OVERTIME	18 03	18 45	18 89	19 32	19 88	20 39	20 99
	BI-WEEKLY	961 60	984 00	1 007 20	1 030 40	1 060 00	1 087 20	1 119 20
	ANNUAL	25,001 60	25,584 00	26 187 20	26,790 40	27 560 00	28 267 20	29 099 20
19	HOURLY	12 30	12 59	12 88	13 25	13 59	13 99	14 37
	OVERTIME	18 45	18 89	19 32	19 88	20 39	20 99	21 56
	BI-WEEKLY	984 00	1,007 20	1 030 40	1,060 00	1 087 20	1 119 20	1 149 60
	ANNUAL	25,584 00	26,187 20	26,790 40	27 560 00	28 267 20	29 099 20	29,889 60
20	HOURLY	12 59	12 88	13 25	13 59	13 99	14 37	14 78
	OVERTIME	18 89	19 32	19 88	20 39	20 99	21 56	22 17
	BI-WEEKLY	1 007 20	1 030 40	1 060 00	1 087 20	1,119 20	1 149 60	1 182 40
	ANNUAL	26,187 20	26,790 40	27 560 00	28 267 20	29 099 20	29 889 60	30,742 40
21	HOURLY	12 77	13 09	13 43	13 79	14 13	14 55	14 96
	OVERTIME	19 16	19 64	20 15	20 69	21 20	21 83	22 44
	BI-WEEKLY	1,021 60	1 047 20	1,074 40	1 103 20	1 130 40	1 164 00	1,196 80
	ANNUAL	26,561 60	27,227 20	27,934 40	28,683 20	29 390 40	30 264 00	31 116 80
22	HOURLY	12 88	13 25	13 59	13 99	14 37	14 78	15 20
	OVERTIME	19 32	19 88	20 39	20 99	21 56	22 17	22 80
	BI-WEEKLY	1,030 40	1,060 00	1 087 20	1 119 20	1,149 60	1 182 40	1,216 00
	ANNUAL	26,790 40	27,560 00	28,267 20	29 099 20	29 889 60	30 742 40	31 616 00
23	HOURLY	13 09	13 43	13 79	14 13	14 55	14 96	15 39
	OVERTIME	19 64	20 15	20 69	21 20	21 83	22 44	23 09
	BI-WEEKLY	1,047 20	1 074 40	1 103 20	1 130 40	1,164 00	1 196 80	1,231 20
	ANNUAL	27,227 20	27,934 40	28,683 20	29 390 40	30 264 00	31,116 80	32,011 20
24	HOURLY	13 43	13 79	14 13	14 55	14 96	15 39	15 82
	OVERTIME	20 15	20 69	21 20	21 83	22 44	23 09	23 73
	BI-WEEKLY	1,074 40	1,103 20	1,130 40	1,164 00	1 196 80	1,231 20	1,265 60
	ANNUAL	27,934 40	28,683 20	29 390 40	30,264 00	31 116 80	32 011 20	32,905 60
25	HOURLY	14 37	14 78	15 21	15 66	16 12	16 65	17 13
	OVERTIME	21 56	22 17	22 82	23 49	24 18	24 98	25 70
	BI-WEEKLY	1,149 60	1,182 40	1,216 80	1,252 80	1 289 60	1,332 00	1,370 40
	ANNUAL	29,889 60	30,742 40	31,636 80	32,572 80	33 529 60	34,632 00	35,630 40

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 24, 1991

## School Clerk Ranges - 35 Hour Week

2	HOURLY	10 86	11 10	11 36	11 62	11 88	12 18	12 47
	OVERTIME	16 29	16 65	17 04	17 43	17 82	18 27	18 71
	BI-WEEKLY	760 20	777 00	795 20	813 40	831 60	852 60	872 90
	ANNUAL	19,765 20	20,202 00	20,675 20	21,148 40	21,621 60	22,167 60	22,695 40
3	HOURLY	11 10	11 36	11 62	11 88	12 18	12 47	12 71
	OVERTIME	16 65	17 04	17 43	17 82	18 27	18 71	19 07
	BI-WEEKLY	777 00	795 20	813 40	831 60	852 60	872 90	889 70
	ANNUAL	20,202 00	20,675 20	21,148 40	21,621 60	22,167 60	22,695 40	23,132 20
4	HOURLY	11 36	11 62	11 88	12 18	12 47	12 71	13 08
	OVERTIME	17 04	17 43	17 82	18 27	18 71	19 07	19 62
	BI-WEEKLY	795 20	813 40	831 60	852 60	872 90	889 70	915 60
	ANNUAL	20,675 20	21,148 40	21,621 60	22,167 60	22,695 40	23,132 20	23,805 60
5	HOURLY	11 62	11 88	12 18	12 47	12 71	13 08	13 47
	OVERTIME	17 43	17 82	18 27	18 71	19 07	19 62	20 21
	BI-WEEKLY	813 40	831 60	852 60	872 90	889 70	915 60	942 90
	ANNUAL	21,148 40	21,621 60	22,167 60	22,695 40	23,132 20	23,805 60	24,515 40

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 22, 1992

RANGE	RATE	A	B	C	D	E	F	G
1	HOURLY	8 58	8 76	8 88	9 08	9 25	9 46	9 65
	OVERTIME	12 87	13 14	13 32	13 62	13 88	14 19	14 48
	BI-WEEKLY	686 40	700 80	710 40	726 40	740 00	756 80	772 00
	ANNUAL	17,846 40	18,220 80	18,470 40	18,886 40	19,240 00	19,676 80	20,072 00
2	HOURLY	9 47	9 56	9 75	9 93	10 13	10 29	10 49
	OVERTIME	14 21	14 34	14 63	14 90	15 20	15 44	15 74
	BI-WEEKLY	757 60	764 80	780 00	794 40	810 40	823 20	839 20
	ANNUAL	19,697 60	19,884 80	20,280 00	20,654 40	21,070 40	21,403 20	21,819 20
3	HOURLY	9 93	10 13	10 29	10 49	10 68	10 90	11 08
	OVERTIME	14 90	15 20	15 44	15 74	16 02	16 35	16 62
	BI-WEEKLY	794 40	810 40	823 20	839 20	854 40	872 00	886 40
	ANNUAL	20,654 40	21,070 40	21,403 20	21,819 20	22,214 40	22,672 00	23,046 40
4	HOURLY	10 13	10 29	10 49	10 68	10 90	11 08	11 30
	OVERTIME	15 20	15 44	15 74	16 02	16 35	16 62	16 95
	BI-WEEKLY	810 40	823 20	839 20	854 40	872 00	886 40	904 00
	ANNUAL	21,070 40	21,403 20	21,819 20	22,214 40	22,672 00	23 046 40	23,504 00
5	HOURLY	10 29	10 49	10 68	10 90	11 08	11 30	11 54
	OVERTIME	15 44	15 74	16 02	16 35	16 62	16 95	17 31
	BI-WEEKLY	823 20	839 20	854 40	872 00	886 40	904 00	923 20
	ANNUAL	21,403 20	21,819 20	22,214 40	22,672 00	23,046 40	23,504 00	24,003 20
6	HOURLY	10 68	10 90	11 08	11 30	11 54	11 81	12 02
	OVERTIME	16 02	16 35	16 62	16 95	17 31	17 72	18 03
	BI-WEEKLY	854 40	872 00	886 40	904 00	923 20	944 80	961 60
	ANNUAL	22,214 40	22,672 00	23,046 40	23 504 00	24 003 20	24 564 80	25 001 60
7	HOURLY	10 90	11 08	11 30	11 54	11 81	12 02	12 32
	OVERTIME	16 35	16 62	16 95	17 31	17 72	18 03	18 48
	BI-WEEKLY	872 00	886 40	904 00	923 20	944 80	961 60	985 60
	ANNUAL	22,672 00	23,046 40	23 504 00	24 003 20	24,564 80	25 001 60	25,625 60
8	HOURLY	11 08	11 30	11 54	11 81	12 02	12 32	12 62
	OVERTIME	16 62	16 95	17 31	17 72	18 03	18 48	18 93
	BI-WEEKLY	886 40	904 00	923 20	944 80	961 60	985 60	1 009 60
	ANNUAL	23,046 40	23,504 00	24,003 20	24 564 80	25,001 60	25 625 60	26 249 60
9	HOURLY	11 30	11 54	11 81	12 02	12 32	12 62	12 92
	OVERTIME	16 95	17 31	17 72	18 03	18 48	18 93	19 38
	BI-WEEKLY	904 00	923 20	944 80	961 60	985 60	1 009 60	1 033 60
	ANNUAL	23,504 00	24,003 20	24,564 80	25,001 60	25,625 60	26,249 60	26,873 60
10	HOURLY	11 54	11 81	12 02	12 32	12 62	12 92	13 22
	OVERTIME	17 31	17 72	18 03	18 48	18 93	19 38	19 83
	BI-WEEKLY	923 20	944 80	961 60	985 60	1 009 60	1 033 60	1 057 60
	ANNUAL	24,003 20	24,564 80	25,001 60	25,625 60	26 249 60	26 873 60	27,497 60
11	HOURLY	11 67	11 97	12 21	12 50	12 81	13 09	13 41
	OVERTIME	17 51	17 96	18 32	18 75	19 22	19 64	20 12
	BI-WEEKLY	933 60	957 60	976 80	1,000 00	1 024 80	1,047 20	1 072 80
	ANNUAL	24,273 60	24,897 60	25,396 80	26 000 00	26,644 80	27,227 20	27 892 80
12	HOURLY	11 81	12 02	12 32	12 62	12 92	13 22	13 52
	OVERTIME	17 72	18 03	18 48	18 93	19 38	19 83	20 28
	BI-WEEKLY	944 80	961 60	985 60	1 009 60	1 033 60	1 057 60	1,081 60
	ANNUAL	24,564 80	25,001 60	25,625 60	26,249 60	26,873 60	27 497 60	28,121 60
13	HOURLY	11 97	12 21	12 50	12 81	13 09	13 41	13 66
	OVERTIME	17 96	18 32	18 75	19 22	19 64	20 12	20 49
	BI-WEEKLY	957 60	976 80	1,000 00	1 024 80	1 047 20	1,072 80	1 092 80
	ANNUAL	24,897 60	25 396 80	26 000 00	26,644 80	27 227 20	27,892 80	28 412 80

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 22, 1992

14	HOURLY	12 02	12 32	12 62	12 92	13 22	13 52	13 91
	OVERTIME	18 03	18 48	18 93	19 38	19 83	20 28	20 87
	BI-WEEKLY	961 60	985 60	1,009 60	1,033 60	1,057 60	1,081 60	1,112 80
	ANNUAL	25,001 60	25,625 60	26,249 60	26,873 60	27,497 60	28,121 60	28,932 80
15	HOURLY	12 09	12 34	12 65	12 94	13 25	13 66	14 02
	OVERTIME	18 14	18 51	18 98	19 41	19 88	20 49	21 03
	BI-WEEKLY	967 20	987 20	1,012 00	1,035 20	1,060 00	1,092 80	1,121 60
	ANNUAL	25,147 20	25,667 20	26,312 00	26,915 20	27,560 00	28,412 80	29,161 60
16	HOURLY	12 21	12 50	12 81	13 09	13 41	13 74	14 14
	OVERTIME	18 32	18 75	19 22	19 64	20 12	20 61	21 21
	BI-WEEKLY	976 80	1,000 00	1,024 80	1,047 20	1,072 80	1,099 20	1,131 20
	ANNUAL	25,396 80	26,000 00	26,644 80	27,227 20	27,892 80	28,579 20	29,411 20
17	HOURLY	12 32	12 62	12 92	13 22	13 52	13 91	14 27
	OVERTIME	18 48	18 93	19 38	19 83	20 28	20 87	21 41
	BI-WEEKLY	985 60	1,009 60	1,033 60	1,057 60	1,081 60	1,112 80	1,141 60
	ANNUAL	25,625 60	26,249 60	26,873 60	27,497 60	28,121 60	28,932 80	29,681 60
18	HOURLY	12 62	12 92	13 22	13 52	13 91	14 27	14 69
	OVERTIME	18 93	19 38	19 83	20 28	20 87	21 41	22 04
	BI-WEEKLY	1,009 60	1,033 60	1,057 60	1,081 60	1,112 80	1,141 60	1,175 20
	ANNUAL	26,249 60	26,873 60	27,497 60	28,121 60	28,932 80	29,681 60	30,555 20
19	HOURLY	12 92	13 22	13 52	13 91	14 27	14 69	15 09
	OVERTIME	19 38	19 83	20 28	20 87	21 41	22 04	22 64
	BI-WEEKLY	1,033 60	1,057 60	1,081 60	1,112 80	1,141 60	1,175 20	1,207 20
	ANNUAL	26,873 60	27,497 60	28,121 60	28,932 80	29,681 60	30,555 20	31,387 20
20	HOURLY	13 22	13 52	13 91	14 27	14 69	15 09	15 52
	OVERTIME	19 83	20 28	20 87	21 41	22 04	22 64	23 28
	BI-WEEKLY	1,057 60	1,081 60	1,112 80	1,141 60	1,175 20	1,207 20	1,241 60
	ANNUAL	27,497 60	28,121 60	28,932 80	29,681 60	30,555 20	31,387 20	32,281 60
21	HOURLY	13 41	13 74	14 10	14 48	14 84	15 28	15 71
	OVERTIME	20 12	20 61	21 15	21 72	22 26	22 64	23 57
	BI-WEEKLY	1,072 80	1,099 20	1,128 00	1,158 40	1,187 20	1,222 40	1,256 80
	ANNUAL	27,892 80	28,579 20	29,328 00	30,118 40	30,867 20	31,782 40	32,676 80
22	HOURLY	13 52	13 91	14 27	14 69	15 09	15 52	15 96
	OVERTIME	20 28	20 87	21 41	22 04	22 64	23 28	23 94
	BI-WEEKLY	1,081 60	1,112 80	1,141 60	1,175 20	1,207 20	1,241 60	1,276 80
	ANNUAL	28,121 60	28,932 80	29,681 60	30,555 20	31,387 20	32,281 60	33,196 80
23	HOURLY	13 74	14 10	14 48	14 84	15 28	15 71	16 16
	OVERTIME	20 61	21 15	21 72	22 26	22 92	23 57	24 24
	BI-WEEKLY	1,099 20	1,128 00	1,158 40	1,187 20	1,222 40	1,256 80	1,292 80
	ANNUAL	28,579 20	29,328 00	30,118 40	30,867 20	31,782 40	32,676 80	33,612 80
24	HOURLY	14 10	14 48	14 84	15 28	15 71	16 16	16 61
	OVERTIME	21 15	21 72	22 26	22 92	23 57	24 24	24 92
	BI-WEEKLY	1,128 00	1,158 40	1,187 20	1,222 40	1,256 80	1,292 80	1,328 80
	ANNUAL	29,328 00	30,118 40	30,867 20	31,782 40	32,676 80	33,612 80	34,548 80
25	HOURLY	15 09	15 52	15 97	16 44	16 93	17 48	17 99
	OVERTIME	22 64	23 28	23 96	24 66	25 40	26 22	26 99
	BI-WEEKLY	1,207 20	1,241 60	1,277 60	1,315 20	1,354 40	1,398 40	1,439 20
	ANNUAL	31,387 20	32,281 60	33,217 60	34,195 20	35,214 40	36,358 40	37,419 20

CLASSIFIED EMPLOYEES AND EDUCATIONAL AIDES  
Schedule Effective August 22, 1992

## School Clerk Ranges - 35 Hour Week

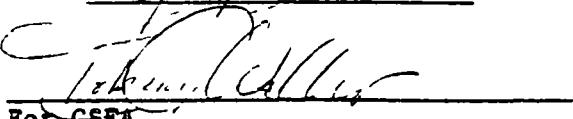
2	HOURLY	11 40	11 66	11 93	12 20	12 47	12 79	13 09
	OVERTIME	17 10	17 49	17 90	18 30	18 71	19 19	19 64
	BI-WEEKLY	798 00	816 20	835 10	854 00	872 90	895 30	916 30
	ANNUAL	20,748 00	21,221 20	21,712 60	22,204 00	22,695 40	23,277 80	23,823 80
3	HOURLY	11 66	11 93	12 20	12 47	12 79	13 09	13 35
	OVERTIME	17 49	17 90	18 30	18 71	19 19	19 64	20 03
	BI-WEEKLY	816 20	835 10	854 00	872 90	895 30	916 30	934 50
	ANNUAL	21,221 20	21,712 60	22,204 00	22,695 40	23,277 80	23,823 80	24,297 00
4	HOURLY	11 93	12 20	12 47	12 79	13 09	13 35	13 73
	OVERTIME	17 90	18 30	18 71	19 19	19 64	20 03	20 60
	BI-WEEKLY	835 10	854 00	872 90	895 30	916 30	934 50	961 10
	ANNUAL	21,712 60	22,204 00	22,695 40	23,277 80	23,823 80	24,297 00	24,988 60
5	HOURLY	12 20	12 47	12 79	13 09	13 35	13 73	14 14
	OVERTIME	18 30	18 71	19 19	19 64	20 03	20 60	21 21
	BI-WEEKLY	854 00	872 90	895 30	916 30	934 50	961 10	989 80
	ANNUAL	22,204 00	22,695 40	23,277 80	23,823 80	24,297 00	24,988 60	25,734 80

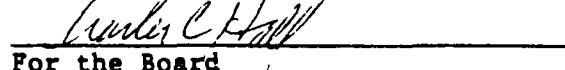
MEMORANDUM OF AGREEMENT

The following agreements are entered into in connection with the settlement of the September 1, 1990, Agreement between the Columbus Board of Education and the Columbus School Employees Association:

1. The parties agree that bus drivers involved in the various route bidding processes do not have the right to pass when it is their turn to bid.
2. Effective with this Agreement, the Board will follow the same procedures at Kingswood as at elementary schools in the district regarding building checks by custodians.
3. Subject to the approval of the Columbus City Civil Service Commission, the Board will change the job classification title of Typist Clerk to Secretary and of Stenographer Clerk to Stenographer.
4. Unassigned bus drivers will continue to be paid the Route Specialist premium while in unassigned status.
5. The Board agrees to provide, at Board expense, rental uniforms for employees in the Vehicle Maintenance Department on approximately the same basis as many such employees are currently renting uniforms. This shall be a trial program that will remain in effect for a minimum of one (1) year and will not be discontinued by the Board prior to discussion with representatives of the employees.
6. The parties agree that employees newly employed in the Vehicle Maintenance Department after the beginning of this Agreement will be required to provide their own tools. In addition, a committee made up of representatives of the employees appointed by the CSEA President and the Local 730 President and the Board will be created to develop a process whereby current Vehicle Maintenance Department employees can purchase from the Board the tools currently being furnished such employees by the Board. If the procedures developed by this committee are acceptable to the Board's representatives and to a majority of the employees affected, all such employees may be required to take part in such a purchase program. The procedures shall include an agreement that after the purchase the Board will repair or replace if necessary tools which are, through normal use, damaged or worn out.
7. The new Agreement will be edited to conform to title changes proposed by CSEA.
8. During the term of this Agreement, in the event the Board implements a new computerized payroll program, payroll deduction for OAPSE-People shall be made available to members of the bargaining unit the following fall. Prior to implementation, the Board shall consult with CSEA representatives regarding enrollment procedures and agree on contract memorandum language.
9. The provisions of this Agreement related to bus driver annual route bidding shall take effect with the August, 1990 bid.
10. On a one-time only basis Monday, December 31, 1990 will be an extra holiday for twelve-month employees regularly scheduled to work on that day.
11. A new Step G will be added to Range 1 for the term of this Agreement.

Date: 1/22/90

  
John C. Miller  
For GSEA

  
Shirley C. Hall  
For the Board

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**NOTE: THIS INDEX IS AN INITIAL ATTEMPT TO PROVIDE AN INDEX FOR THIS AGREEMENT. THE INDEX MAY NOT BE ALL-INCLUSIVE.**

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