



MASTER AGREEMENT

between the

Pickerington Local School District
Board of Education

and the

Pickerington Support Staff Association
OEA/NEA

Effective July 1, 2020 through June 30, 2023

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AGREEMENT

This Agreement is entered into between the Pickerington Local School District Board of Education, hereinafter referred to as the “Board,” and the Pickerington Support Staff Association, OEA/NEA, hereinafter referred to as the “Association.”

Article I

RECOGNITION

1.01 The Board recognizes the Association as the sole and exclusive bargaining representative for all classified employees in the following classifications:

12-month Secretary, Administrative Secretary, Administrative Secretary to Director of Student Activities, Administrative Secretary to Director of Technology, Administrative Secretary to Special Education Department, AESOP Manager, Accounting, Accounting Clerk, Administrative Secretary, Aide, Athletic Secretary, Attendance Officer, Attendance Secretary, Campus Security, Custodian, Custodian and Athletic Groundskeeper, Custodian (Grounds), Duty Aide, Facilities Administrative Secretary, Groundskeeper, Guidance Secretary, Guidance/Athletic Secretary, Head Custodian, Health Aide, Health Care Assistant, Health Services Assistant, Kindergarten Aide, Lead Technology Technician, Library Aide, Library Media Aide, Maintenance, Media Aide, Office Assistant, Paraprofessional, Secretary, Secretary – Department of Teaching and Learning, Secretary – Special Education, Special Education Classroom Assistant, Support Environment Specialist, and Technology Technician

Article II

MANAGEMENT RIGHTS

2.01 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other administrative and supervisory personnel all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and Constitution of the State of Ohio and of the United States, including but not limited to the right to:

- A. Determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy such as the functions, programs and services of the Board, standards of service, its budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of school operations;
- D. Determine the overall methods, process, means and personnel by which school operations are to be conducted;
- E. Suspend, discipline, demote, or terminate employees for just cause;
- F. Layoff, non-renew, transfer, assign, schedule, promote or retain employees;

- G. Determine the adequacy of the workforce;
- H. Determine the mission of the district as an educational unit;
- I. Effectively manage the workforce;
- J. Take actions to carry out the mission of the District.

2.02 The exercise of such power and authority shall be limited only by the express provisions of this Agreement and only to the extent that such limitation may lawfully be included in this collective bargaining agreement.

Article III

PROBATIONARY PERIOD

- 3.01 All unit members newly hired into a bargaining unit position shall serve a probationary period of up to one full contract year. This probationary period shall begin on the employee's first day of work in the bargaining unit position. During this probationary period, the employee may be discharged by the Board and such discharge shall not be subject to any grievance-arbitration procedures of this Agreement nor appeal under ORC 3319.081. Upon completion of the probationary period, the member shall be eligible to receive two successive one-year limited contracts of employment. After completion of the two successive one-year limited contracts of employment, the member shall be eligible to receive two successive two-year limited contracts of employment. Thereafter, if the Board renews the unit member, he/she shall be awarded a continuing contract of employment.
- 3.02 All unit members newly promoted or transferred into a different classification will serve a ninety-day (90) day probationary period. This probationary period shall begin on the unit member's first day of work in the new position. Newly promoted or transferred unit members who evidence unsatisfactory performance shall be returned to his/her former classification any time during the probationary period without recourse or may be disciplined in accordance with the procedures as outlined in the Agreement.
- 3.03 To the extent there exists a conflict, these provisions supersede and replace the provisions of ORC 3319.081.

Article IV

NEGOTIATIONS PROCEDURE

4.01 Notification

Either party may commence negotiations for a successor agreement by serving written notice upon the other party at least sixty (60) days but no more than ninety (90) calendar days prior to the expiration of the current Agreement. Written notice from the Association shall be served on the Superintendent. Written notice from the Board shall be served on the Association President.

Formal negotiations for a new Agreement shall begin within ten (10) workdays after service of the written notice to commence negotiations or at a mutually agreeable time.

4.02 Bargaining Teams

The Board and the Association shall be represented at negotiations meetings by a team of negotiators that is not to exceed six (6) members on each team, excluding that respective teams' representation. Neither party shall have control over the selection of the bargaining representative for the other party.

4.03 Initial Meeting

Issues proposed for negotiations shall be submitted in writing for mutual exchange between the Association and the Board at the initial meeting set for such purpose. Original proposals shall be written and in language suitable for inclusion in the final Agreement. After the first meeting, no new proposals shall be submitted by either party unless by mutual agreement.

4.04 Negotiation Meetings

- A. Until negotiations are complete, each meeting will conclude with the parties agreeing on a place and time to resume negotiations. Meetings shall be scheduled with the least interruption to employee work schedules.
- B. Negotiations meetings shall be held at time other than a regular workday for bargaining unit members, unless otherwise agreed.
- C. Mutually agreed flextime will be established for 2nd and 3rd shift members who bargain during these shifts.

4.05 Caucuses

Upon the request of either party, the negotiations meeting shall be recessed for up to thirty (30) minutes to permit the requesting party to caucus in private.

4.06 Information Exchange

Prior to and during the period of negotiations, the parties agree to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information regarding the bargaining issue under consideration. Access to such information in the form as it exists constitutes compliance with this provision. Neither party is obligated to create new documents, develop data or prepare information that is not in existence.

4.07 Tentative Agreement and Ratification

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by a representative of both the Association and the Board. Such initialing shall be construed as

tentative agreement by both parties on that particular item or issue, subject to ratification by the Association membership and approval by the Board.

- B. When a comprehensive proposal is reached, a proposed Agreement containing all tentative agreements shall be prepared. Both parties shall review the proposed Agreement in order to reach mutual agreement upon its completion and accuracy. Thereafter, the proposed Agreement shall be submitted first to the Association membership for ratification and then to the Board for approval. Following its approval by the Board, the Agreement shall be binding upon both parties according to its effective date.

4.08 Dispute Settlement Procedure

- A. In the event the Parties are unable to reach agreement on all sections of the Agreement, either party may declare impasse.
- B. Upon declaration of impasse, the parties shall jointly prepare a request for the appointment of a mediator and direct such request to the Federal Mediation and Conciliation Service ("FMCS"). The mediator shall have no authority to extend the time limits of the current Agreement or bind either party to any agreements.
- C. Mediation as described herein constitutes the parties' mutually agreed dispute resolution procedure under ORC 4117.14 (C), and supersedes the dispute settlement procedures contained in ORC 4117.14.

Article V

DISCIPLINARY PROCEDURE

- 5.01 Subject to the Board's right to accelerate discipline as set forth in Section 5.02 below, discipline shall follow these progressive steps:
 - A. Step 1 – First Offense – Verbal warning to the unit member. The unit member shall be informed that the discussion constitutes a verbal warning, and administration may document the verbal warning in a memorandum.
 - B. Step 2 – Second Offense – Written warning to the unit member. A unit member's signature shall reflect receipt and not necessarily agreement with the contents. A completed copy will be given to the unit member.
 - C. Step 3 – Third Offense – A unit member may be suspended without pay for just cause. Prior to any suspension, the Superintendent/designee will notify the unit member of the grounds for any such suspension and provide an opportunity for a hearing before the Superintendent/designee. Any appeal of a disciplinary suspension shall be through the grievance procedure and may be advanced directly to arbitration.

At the discretion of the Superintendent/designee, the suspension will be served as a working suspension for a period not to exceed five (5) work-days. During such suspension the unit member will be paid. If a working suspension is challenged, and the grievance or court action results in a denial or partial reversal of the working suspension, and all appeals have been exhausted, whatever portion of the working suspension is upheld will be converted to a fine equivalent to the unit member's daily rate of pay for the days in question. The deduction of such fine from a unit member's wages shall not require the unit member's authorization for withholding and/or deducting a fine.

- D. Step 4 – Fourth Offense – A unit member may be discharged for just cause. Just cause shall not be required to support the discharge of a unit member serving under a probationary contract.
- 5.02 The administration may advance one or more steps of discipline for infractions that warrant more serious discipline. In addition, the Board may require the unit member to complete training, counseling or professional development as a part of a disciplinary action.
 - 5.03 Verbal warnings shall not be subject to the grievance procedure.
 - 5.04 Unit members working under a probationary contract may be removed at any time for any legal reason, and such removal shall not be subject to the grievance-arbitration procedure of this Agreement, nor subject to appeal under ORC 3319.081. For probationary employees only, this provision shall supersede and replace ORC 3319.081.

Article VI

GRIEVANCE PROCEDURE

6.01 Definitions

- A. Grievance: An alleged violation, misinterpretation or misapplication of any provision of the Agreement between the Board and the Association.
- B. Grievant: An employee, group of employees, or Association, alleging a violation, misinterpretation or misapplication of the Agreement. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of said group.
- C. Days: A calendar day.

6.02 Rights of Grievant and Association

The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or other employment; nor shall the grievant, the

Association or its officers be the subject for reprisal or discrimination for having followed this grievance procedure.

6.03 Written Grievance

The written grievance used in the formal levels of this procedure shall state: (1) the specific contract provision(s) alleged to be violated, misapplied or misinterpreted; (2) a brief description of the grievance and the time, place and date it occurred; (3) the relief sought; and (4) the date of submittal. The written grievance shall be submitted to the Grievant's immediate supervisor and a copy shall be submitted to the Superintendent.

6.04 Miscellaneous

- A. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved. The parties may mutually agree to waive any of the time limitations established in this procedure.
- B. Any formal grievance shall be filed at Step 1 within twenty (20) days from the date of the occurrence of the act or omission which gave rise to the grievance, or said grievance shall be waived and deemed to no longer exist.
- C. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter with his/her immediate supervisor or administration through normal channels of communication.
- D. If grievance meetings are scheduled at a time a grievant and his/her Association representative is assigned to work during such meetings, such member will be granted release time to attend such meetings.
- E. Any decision of the Association/Grievant to not pursue a grievance to the next level shall not constitute agreement with the acts/practices which gave rise to the grievance. If a grievance is withdrawn, it is done so by the Association or Grievant on a non-precedent setting basis.
- F. Failure of the Association or Grievant to proceed to the next level of the grievance procedure within the specified time limits shall mean the Association/Grievant waives the right to take any further action under this Article.

6.05 Steps of the Grievance Procedure

A. Informal

Prior to filing a formal grievance, the grievant shall request an informal meeting with his/her immediate supervisor for the purpose of attempting to resolve the matter.

B. First Formal Level – Immediate Supervisor

If an individual grievance is not resolved at the informal level, the grievant shall complete and submit, on the designated grievance form, the basis of the grievance, including the

specific article(s) of the Agreement giving rise to the grievance, and the relief sought, to his/her building principal or immediate supervisor.

The written grievance must be submitted within twenty (20) days of action giving rise to the grievance, or when the grievant should reasonably become aware of the action or circumstances giving rise to the grievance.

The immediate supervisor shall respond to the grievance by completing the appropriate section of the grievance form and providing a copy to the grievant, Association, and the Superintendent. This shall be done within seven (7) days of receipt of said grievance.

If the grievant is not satisfied with the immediate supervisor's response, or the grievance has not otherwise been resolved, the grievant may submit the grievance to the Superintendent within seven (7) days of receipt of the principal's or immediate supervisor's response.

C. Second Formal Level - Superintendent

Within seven (7) days of the Superintendent's receipt of the grievance, a grievance hearing shall be held at a time and location of mutual agreement of the parties.

The Superintendent or designee shall complete the appropriate response section of the grievance form and provide a copy to the grievant and the Association. Said response shall be within seven (7) days of the hearing.

If the grievant is not satisfied with the Superintendent's response or the grievance has not otherwise been resolved, the grievant may request of the Association that the grievance be submitted to arbitration. Said request shall be within ten (10) days of receipt of the Superintendent's response.

D. Third Formal Level – Arbitration/Common Pleas

In the event the grievance is not satisfactorily resolved at Step II, the Association or grievant may submit the grievance to arbitration. The grievant may also submit his/her claim to the Court of Common Pleas. The request for arbitration shall be made to the American Arbitration Association ("AAA") within fourteen (14) days of the Superintendent's decision at Step II. The arbitrator shall be chosen using the AAA procedures. The arbitrator shall be empowered to render an advisory decision relative to any alleged violations, misinterpretations or misapplications of the terms of this Agreement. The arbitrator's decision shall be in writing and will state his/her findings, reasoning and recommendations on the issues submitted by the parties. The arbitrator shall have no authority to bind the parties, nor power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator shall report his/her decision to the Grievant, the Association and the Board in accordance with the rules and regulations of the AAA. The Association and the Board shall bear one-half the cost of the arbitrator.

REDUCTION IN FORCE

7.01 General Provisions

- A. The Board agrees to provide a fourteen (14) day advanced written notice to the Association prior to the effective date of a reduction.
- B. Whenever it becomes necessary to reduce the number of employees, layoff in the classification(s) affected shall first be accomplished by attrition.

7.02 Seniority List

A seniority list based upon district-wide seniority shall be prepared by the Board and given to the Association by October 15 annually. The Association shall have thirty (30) days after receipt of the seniority list to notify the Board of any errors. Otherwise, the Association and any affected unit members shall waive their right to contest a unit member's seniority placement.

7.03 Process

- A. The Board may adopt a resolution ordering reasonable reductions in the number of nonteaching employees for any of the reasons for which a board of education may make reductions in teaching employees, as set forth in ORC 3319.17(B).
- B. In making a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each pay classification affected, give preference first to employees under continuing contracts and then to employees on the basis of seniority.
- C. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- D. Any employee whose continuing contract is suspended under this Article shall have the right of restoration to continuing service status in order of seniority of service in the District, if and when a nonteaching position for which the employee is qualified becomes vacant or is created. No employee whose continuing contract has been suspended under this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed by the Board.
- E. A continuing contract employee shall remain on the recall list for a period of two (2) years from the effective date of contract suspension. Vacancies that occur in a position for which the suspended employee is qualified will be offered to and accepted by the employee within three (3) days of receipt of notice. Any employee who declines reinstatement or fails to respond within three (3) calendar days of receipt of notice shall be removed from the recall

list. It shall be the suspended employee's responsibility to keep the Board apprised of his/her home address.

Article VIII

LABOR MANAGEMENT COMMITTEE

- 8.01 A Labor Management Committee (LMC) shall be established and will consist of six (6) members: Superintendent or designee, Business Manager or Treasurer, HR Director, Association President, Association Vice President and Association Secretary.
- 8.02 The LMC will meet no more than two (2) times per contract year, unless the LMC agrees to meet more frequently.
- 8.03 The LMC will evaluate any present labor management concerns, including insurance benefits. The LMC shall agree on necessary information that shall be conveyed to unit members concerning their insurance benefits, wellness initiatives, employee incentive plans, long-range employee health maintenance, potential plan modifications, and overall insurance cost containment and rate adjustment.

Article IX

PERSONNEL ARTICLE

9.01 Meal and Break Periods

The regularly scheduled workweek for classified members shall consist of consecutive hours at work, with not less than thirty (30) minutes of unpaid lunch for six and one-half (6.5) to eight (8.0) hour members. Unless approved by the immediate supervisor, lunch/break periods shall not be used to arrive to work late and/or leave work prior to the employee's scheduled end time.

For first shift employees, meal break will be given when the cafeteria is open, to the extent practicable.

Support staff who travel between buildings shall have a lunch break that does not diminish their necessary travel time.

9.02 Mileage Reimbursement

Classified employees who are required to travel with the District in their automobiles to conduct official school business shall be reimbursed at the Internal Revenue Service established rate.

9.03 Lateral Transfer

If a unit member is granted a voluntary transfer into a higher-paying classification, then such unit member will receive a pay adjustment from the Superintendent/designee equivalent to: (a) movement to the step on the wage schedule of the higher-paying classification that most closely matches, and exceeds, the unit member's then-current hourly rate of pay; and (b) be awarded one additional step from the step the unit member is placed in section (a) of this sentence.

Article X

ASSOCIATION RIGHTS

- 10.01 The Association may use interschool mail service for Association matters.
- 10.02 The Association or any committee thereof shall have the right to use buildings and facilities for Association meetings after the school workday. The Association may use the buildings with no rental charge. Normal building reservation procedures will be followed, absent extenuating circumstances the Association agrees to provide three (3) days advanced notice of its intended use of buildings and facilities for Association meetings.
- 10.03 The Association may use the following school facilities and equipment without charge:
- A. A designated bulletin board in each building; and,
 - B. Mailboxes/email for distribution of Association materials.
 - C. Copiers/Printers – Copies will be charged at the Board's current cost, less cost of the paper. Paper shall be supplied by the Association. The Association will turn in each semester the number of copies made in order that the Board may bill it accordingly. The Association assumes full financial responsibility for any loss or willful damage to Board owned equipment while in use by the Association. The above-mentioned equipment may only be used before or after the normal unit member day but not at any time which would conflict with normal school usage of this equipment.
- 10.04 Bargaining unit members shall complete a drug administration training program pursuant to Ohio Law and Board Policy prior to administering any medication.
- 10.05 Unless agreed between the employee and his/her supervisor, any required online trainings will be completed during work hours and using District computers/equipment. However, any coursework or continuing education to obtain or renew licensure will be conducted on the employee's own time.

Article XI

SICK LEAVE

11.01 Accumulation of Credit

- A. A full-time unit member is defined, for purposes of this Article, as a unit member who is regularly employed by the Board for at least eight (8) hours per day.
- B. Unit members who are employed by the Board as of January 1, 2016 shall continue to accrue the hourly equivalent of fifteen sick leave days each contract year, prorated based upon their full time equivalent status.
- C. Unit members employed after January 1, 2016 shall accrue four and six-tenths (4.6) hours of paid sick leave for each completed eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours of paid sick leave per contract year.
- D. Unit members are eligible to accrue a maximum of two thousand eighty (2080) hours of paid sick leave. Unit members who are regularly scheduled to work less than eight (8) hours per day are eligible to accrue a pro-rata portion of this maximum sick leave accrual. For example, a unit member regularly scheduled to work four (4) hours per day is eligible to accrue up to one thousand and forty (1040) hours of paid sick leave.

11.02 Sick Leave Use

- A. A unit member may use sick leave for absence due to personal illness, pregnancy/adoption, injury and exposure to contagious disease which could be communicated to others, or illness, injury or death in the immediate family. For sick leave purposes, immediate family shall be defined as parents, siblings, spouse, child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, person or children living in the same household, or another person who has established a similar relationship. For adoption, a unit member may use up to six (6) consecutive calendar weeks of paid sick leave as a part of the adoption placement process.
- B. Unit members who have been absent for three (3) consecutive working days or more due to illness or injury may be required to present a statement from a physician validating the absence from work was due to legitimate medical reasons.
- C. A unit member utilizing sick leave in such a manner to suggest a pattern of possible sick leave abuse may be required to furnish a satisfactory written, signed statement listing the name and address of the attending physician, and the dates when he/she was consulted, to justify the use of sick leave. This is also to be applied to reported absence due to illness or injury in the immediate family. The signing and filing of such absence report by a unit member shall be certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a unit member shall be considered by the Board as grounds for suspension or termination of employment. Nothing in this section shall impair or impede the Board's right to impose discipline for sick leave abuse.

- D. Deduction of sick leave due shall be in increments of no less than one hour.
- E. A unit member's pay stub shall reflect the member's unused sick leave balance.

11.03 Advancement

Upon request, the Board shall advance sick leave to a unit member who has either exhausted his/her accumulated sick, personal, and vacation leave, or to any newly hired unit member who has no such accumulation to his/her credit. Such advancement shall be the hourly equivalent of five (5) days and shall be charged against the unit member's subsequent sick leave accumulation. Following such advancement, a unit member shall not be eligible to use additional paid sick leave while the member maintains a negative sick leave balance.

11.04 Contract Prevails Over Law

To the extent there exists a conflict, this Article shall supersede and replace Ohio Revised Code sections 124.38 and 3319.141.

Article XII

PERSONAL LEAVE

- 12.01 Employees who are regularly scheduled to work eight (8) hours per day are eligible to accrue twenty-four (24) hours of personal leave each contract year.
- 12.02 Employees who are regularly scheduled to work less than eight (8) hours per day are eligible to accrue a pro-rata portion of the annual personal leave hours noted in Article 12.01, computed using their regularly-scheduled, daily work hours. For example, an employee who is regularly scheduled to work four (4) hours per day is eligible to accrue twelve (12) hours of personal leave each contract year.
- 12.03 Employees are expected to use personal leave days judiciously. Personal leave shall only be used for personal business that cannot be conducted at any other time except for during the unit member's normal work hours.
- 12.04 Employees who are newly employed for less than a full contract year shall earn personal leave in proportion to the fractional part of the contract year that remains.
- 12.05 Absent an emergency, the employee shall enter the personal leave request into AESOP at least seventy-two (72) hours in advance of taking a personal leave day. The AESOP submission shall state the reason for the employee's use of personal leave. Falsification of such statement shall be grounds for disciplinary action, up to and including termination of employment. In an emergency, the employee shall contact their immediate supervisor and shall state the nature of the emergency that requires the use of personal leave.

- 12.06 Once approved, personal leave requests shall not be denied. The Board reserves the right to deny a personal leave day request should staffing needs in a particular building dictate that an employee work that day.
- 12.07 Unused personal leave hours shall be converted to sick leave accumulation on a one-to-one basis at the end of each school year.

Article XIII

VACATION

- 13.01 All eleven and twelve month unit members hired on or before April 1, 2011, who are eligible to accrue vacation leave under State law, shall accrue vacation leave as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>
Less than 1 year	1 day per month (or hourly equivalent)
1 through 9 years	12 days (or hourly equivalent)
10 through 14 years	15 days (or hourly equivalent)
15 or more years	20 days (or hourly equivalent)

- 13.02 All eleven and twelve month unit members hired after April 1, 2011, who are eligible to accrue vacation leave under State law, shall accrue vacation leave as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>
1 through 9 years	.83 days per mo. up to 10 days (or hourly equivalent)
10 through 19 years	15 days (or hourly equivalent)
20 or more years	20 days (or hourly equivalent)

- 13.03 Employees who render part-time, seasonal, intermittent, per diem or hourly services (excluding substitutes) shall be entitled to the hourly equivalent, computed using their contractual daily hours, of the vacation leave noted in this Article. A full-time employee is defined as any employee who regularly works at least 40 hours per week.

- 13.04 The following regulations shall be observed in administering vacation leave:
 - A. Unless approval of the immediate supervisor or administrator is given, vacation leave is to be taken between June 15th and August 15th.
 - B. Prior service to the state or any of its political subdivision shall be included in determining years of service for annual vacation leave accrual.
 - C. Unused vacation leave for eleven and twelve month employees hired on or before April 1, 2011, may be accrued from year to year according to the following limits:

<u>Years of Service</u>	<u>Annual Vacation</u>
1 through 9 years	24 days (or hourly equivalent)
10 through 14 years	30 days (or hourly equivalent)
14 or more years	40 days (or hourly equivalent)

- D. Unused vacation leave for eleven and twelve month employees hired after April 1, 2011, may be accrued from year to year according to the following limits:

<u>Years of Service</u>	<u>Annual Vacation</u>
1 through 9 years	20 days (or hourly equivalent)
10 through 19 years	30 days (or hourly equivalent)
20 or more years	40 days (or hourly equivalent)

- E. Upon separation from employment with the Board, a unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave at the time of separation, not to exceed the vacation leave accrued for the two years immediately preceding the separation and the prorated portion of the earned but unused vacation leave for the current contract year.
- F. In the case of death of a unit member, accrued and unused vacation leave and the prorated portion of the earned but unused vacation leave for the current contract year shall be paid to the estate of the deceased.
- G. No more than fifty percent of the maintenance and grounds employees may be off at the same time.

Article XIV

ASSOCIATION/PROFESSIONAL LEAVE

14.01 Association Leave

- A. Up to three (3) unit members who are elected or appointed to governing bodies or committees of the PSSA, Ohio Education Association, National Education Association, or Central OEA Region shall be granted up to two (2) days leave with pay to attend meetings of such bodies. Such leave shall be requested through the Superintendent.
- B. For any such leave days, the Board shall not pay the expenses of such officers or delegates.
- C. Association leave must be requested at least ten (10) days prior to the effective date of the leave.

14.02 Professional Leave

Any in-service workshop for which an employee is required to attend by the unit member's immediate supervisor shall be considered a duty day or portion thereof for which the unit member shall be paid. An exception shall be training, counseling or professional development imposed as a part of a disciplinary action. (See Master Agreement's Discipline Article).

Article XV

ASSAULT LEAVE

- 15.01 An employee who is absent due to the physical disability from an assault which occurs in the course of Board employment shall be entitled up to ten (10) work days of assault leave with full pay.
- 15.02 To qualify for assault leave, the member must furnish a signed statement on prescribed forms to justify the use of assault leave, and if medical attention is required, a statement from a licensed physician must be provided stating the nature and duration of the disability. Falsification of such statement is grounds for suspension or termination of employment.

Article XVI

WAGES

For the 2020-2021 school year, base increase will be 1.25%; for 2021-2022 and 2022-2023, we will have a re-opener in the Spring of 2021.

Article XVII

HEALTH BENEFITS

17.01 Health Insurance

All full-time unit members (defined for purposes of this Article as regularly employed for forty [40] or more hours per week) shall be entitled to participate in the health insurance plan(s) selected by the Board. To the fullest extent permitted by law, the Board shall have the authority to: (1) select and change health and dental insurance carriers; (2) remain or not remain self-insured; (3) select the type(s) of health and dental insurance plan(s) to be offered to unit members; (4) take action to control and reduce insurance cost; and (5) determine the manner and means by which such insurance plan(s) shall be implemented.

17.02 Contributions

PPO Single Coverage: Board pays 80%
Employee pays 20%

PPO Family Coverage: Board pays 80%
Employee pays 20%

HDHP Single Coverage: Board pays 85%
Employee pays 15%
HSA Board Contribution:
2020-2021 - \$938.00
2021-2022 - \$563.00
2022-2023 - \$375.00

HDHP Family Coverage: Board pays 85%
Employee 15%
HSA Board Contribution:
2020-2021 - \$1,875.00
2021-2022 - \$1,125.00
2022-2023 - \$750.00

17.03 Flexible Spending Accounts

The Board will provide a Flexible Spending Account/Health Savings Account for employee pre-tax contributions to medical and childcare expenses. The Board will also allow for employee pre-tax contributions for medical and dental insurance premiums.

17.04 Life Insurance

The Board will pay the full amount of the premium for \$40,000 of group term life insurance for each member, effective through the life of this Agreement. Unit members shall be permitted to purchase up to an additional \$40,000 of life insurance, subject to the requirements of the insurer, and provided that such additional insurance shall be at no additional cost to the Board. Such additional purchase shall be made through payroll deduction.

17.05 Dental Insurance

The Board will pay no more than fifty-five (\$55) dollars of the monthly premium for dental insurance. Unit members choosing dental insurance will pay the additional cost on a monthly basis through payroll deduction.

17.06 Part-Time Service

Unit members who render part-time or hourly rated service shall be entitled to the above insurance benefits on a pro-rated formula based on the average number of hours worked per day.

17.07 Opt-Out Incentive

The Board will pay an annual opt-out incentive to unit members who opt-out of the Board's health insurance plan on or before September 1st of each year. The opt-out incentive shall be paid as follows: Family Plan: \$4,200, and Single Plan: \$2,400.

- A. The lump sum payment shall be made in the last pay in June of each contract year.
- B. If coverage is dropped for less than twelve (12) months, the incentive payment will be based on the number of whole months during the contract year for which coverage was dropped.
- C. For part-time unit members, the opt-out incentive will be prorated to reflect the proportion of full time equivalent (FTE) position held by the unit member.
- D. In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's health insurance plan from September 1st through the remainder of that contract year. However, if the unit member experiences a qualifying event (including, but not limited to the unit member's spouse losing his/her job) then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board. The unit member's opt-out incentive will be prorated to reflect the percentage of a full contract year that the unit member was off the Board's health plan.
- E. If the employer of the spouse of a unit member has a health insurance open enrollment period that begins after September 1st, then the unit member may opt-out of the Board's health insurance plan through the remainder of that contract year. In such event, the above referenced health insurance opt-out incentive would be prorated to reflect the percentage of a full contract year that the unit member stays off the Board's health plan. In no instance will a unit member be paid the opt-out incentive if he/she is covered by a spouse or parent who is provided Board-paid health insurance.

Article XVIII

OVERTIME

- 18.01 The Board necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determines the needs of the District. However, each employee will be paid at a rate of one and one-half times his or her regular straight-time hourly rate for all hours actually worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Superintendent or designee. For purposes of calculation, the work week begins at 12:01 a.m. on Monday and ends at midnight the following Sunday.
- 18.02 To be eligible to earn overtime pay by working special events, an employee must have actually worked his or her shift prior to the special event.

- 18.03 Payment of overtime and/or premium pay shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked.
- 18.04 If mutually agreed between administration and the employee, an employee may accrue compensatory time in lieu of overtime compensation in the amounts and in the manner prescribed by law.
- 18.05 Custodial Personnel Provisions
Overtime will be offered to custodians in the following manner:
- A. Special events, including but not limited to rentals and extra-curricular activities, will continue to be offered to substitute custodians before overtime is offered to custodians assigned to the building.
 - B. Overtime opportunities caused by absence shall first be offered to custodians assigned to the building on a rotating, seniority basis.
 - C. In the event a substitute custodian cannot be found, overtime will be offered to custodians assigned to the building with the absence.

Article XIX

CALAMITY DAYS

- 19.01 The Superintendent, in consultation with the appropriate administrators, will establish work schedules for the support staff. Work schedules may be changed as required to meet the needs of the District.
- 19.02 When school is canceled or closed because of inclement weather or other calamity, the following support staff employees are expected to report to work, unless a Fairfield County Level 2 or 3 Snow Emergency is declared:
- A. District Office personnel;
 - B. Custodial employees;
 - C. Maintenance/grounds employees; and
 - D. Secretarial employees (who may report on a two-hour delay when school is canceled or closed). The Superintendent/designee will decide whether secretarial employees report to the building or perform their duties remotely.
- 19.03 Calamity day shall not include any day where the school building is closed to students due to an epidemic or pandemic and student learning continues in a remote or distance learning setting.

- 19.04 Specific job duties or responsibilities may require some employees to report to work in the instance of Level 2 snow emergencies. The Superintendent/designee determines whether or not conditions are too hazardous to expect employees to report for work at the regularly scheduled time, at a later time, or not at all. The work classifications and number of employees required to work on a day when school is closed will be determined by the Superintendent/designee in consultation with building and District administrators.
- 19.05 Employees who are required to work at times when school is closed will be paid a regular rate of pay unless: (a) the day is one that the District is required to make up in order to complete the required school year as approved by the Board, and (b) the hours worked are hours for which the employee is otherwise entitled to overtime compensation.
- 19.06 Employees who are required to report for work when school is closed and who fail to report will not receive any compensation for that day and may be subject to disciplinary action.
- 19.07 Non 12-month employees who are required to work on both a calamity day and a make-up day will be paid for working the make-up day at their regular hourly rate of pay.
- 19.08 In the event of an inclement weather delay, employees not listed in Article 19.02 whose day coincides with the start of the student instructional day shall have a delayed report time equivalent to that of the delay, except for custodial/maintenance-grounds employees who shall report as directed by their supervisor.

Article XX

UNIT MEMBER PERSONNEL FILES

- 20.01 There will be established and maintained one (1) official file on all support staff members. The file shall be maintained in the office of the Superintendent/designee. Each building may maintain a building personnel file for the purpose of storing evaluation information and other relevant personnel information on an annual basis. The provisions of Section C of this Article shall apply to all information, other than evaluation data, copies of which have been provided to the unit member, contained in the building personnel file. At the end of each school year, the building personnel file information may be incorporated into the District file maintained in the office of the Superintendent/designee.
- 20.02 The Board will make every reasonable effort to protect the confidentiality of bargaining unit members' personnel files, consistent with the Ohio Revised Code. Access to an employee's personnel file shall be in keeping with the applicable provisions of the Ohio Revised Code. The Superintendent or his/her designee will notify a bargaining unit member when a person requests access to the member's personnel file.
- 20.03 All materials placed in the personnel file of any unit member shall be properly dated and include the initials of the unit member in whose file the entry is being made and the initials of the administrator placing information in the file. If a unit member disagrees with the content of the material, the unit member shall initial the material; however, the unit member may

then attach additional information to the item in question. If the Association or bargaining unit member files a grievance regarding any disputed documents, the disputed documents will not be placed in the personnel file until the grievance procedure is exhausted. In the event the unit member refuses to initial the materials, the administrator shall so record on the document involved and then place the item in the file consistent with this section. Such material shall be considered as a part of the official file.

The unit member may submit letters of merit, which shall be placed in his/her personnel file.

- 20.04 If and when a unit member and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said unit member's official file is irrelevant, inappropriate or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.
- 20.05 A unit member shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the administration offices. The unit member shall schedule an appointment with the Human Resources Department.
- 20.06 Any materials of a disciplinary nature shall be removed from the personnel file after (3) three years if there have been no other incidents of the same or similar nature.

Article XXI

DURATION AND INTENT OF AGREEMENT

21.01 Agreement

This Agreement represents the full understanding and commitment between the parties and replaces all previous Agreements relative to items contained herein. This Agreement may only be added to, deleted from, or otherwise changed by an Agreement properly signed by each party.

21.02 Duration

The parties agree the contract will become effective upon ratification by the parties and continue until June 30, 2023.

Article XXII

DURATION AND INTENT OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this __ day of _____ 2020 at Pickerington, Ohio.

FOR THE BOARD

FOR THE PSSA

Board President

President, PSSA

Board Member

Negotiating Team Member

Board Superintendent

Negotiating Team Member

Treasurer

Negotiating Team Member

Business Manager

Negotiating Team Member

Negotiating Team Member