

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE SCHOOL DISTRICT

OF THE CITY OF DAYTON, OHIO

AND

THE DAYTON BOARD OF EDUCATION CHAPTER

DAYTON PUBLIC SERVICE UNION - OPERATIONS

LOCAL #101, OHIO COUNCIL #8,

AFSCME, AFL-CIO



EFFECTIVE

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CONTRACT

THIS CONTRACT is made and entered into by and between the Board of Education of the School District of the City of Dayton, Ohio, hereinafter referred to as the "BOARD" or EMPLOYER", and the Dayton Board of Education Chapter, Dayton Public Service Union, Local No. 101, Ohio Council No. 8, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as "UNION".

ARTICLE ONE - PURPOSE AND PREAMBLE

- 1.01 The purpose of this CONTRACT is to set forth certain policies and procedures between the Dayton Board of Education (BOARD) and the UNION as such policies and procedures may affect or may be applicable to the employees of the BOARD in the employee unit described in Section 2.01.
- 1.02 The UNION recognizes the BOARD as the elected representative of the citizens of the School District of the City of Dayton, Ohio. Nothing in this CONTRACT shall be interpreted as a delegation by the BOARD of its statutory authority or shall be interpreted as a limitation of the statutory authority of the BOARD.
- 1.03 The UNION recognizes the Superintendent of Schools of the School District of the City of Dayton, Ohio (SUPERINTENDENT) as the individual with the responsibility under the statutes of the State of Ohio for the administration of policy as adopted by the BOARD and for the administration of the affairs of the School District of the City of Dayton, Ohio. Nothing in this CONTRACT shall be interpreted as a delegation by either the BOARD or the SUPERINTENDENT of the legal authority of the SUPERINTENDENT or be interpreted as a limitation of the legal authority of the SUPERINTENDENT.
- 1.04 This CONTRACT supersedes any and all previous agreements between the parties hereto and is a final and complete CONTRACT of all negotiated items that are in effect throughout the term of said CONTRACT. Execution of this CONTRACT precludes further negotiations of any issues unless otherwise mutually agreed upon by the respective parties.
- 1.05 The Board agrees that it will not take any action or make any statements which state opposition to unionization by its employees. The Union agrees that it will not coerce any worker in any effort to obtain authorization cards.
- 1.06 Subcontracting: During the term of this contract, the Board shall not contract out work which would result in a reduction of normal hours of work for current employees in Operations.

ARTICLE TWO – RECOGNITION

- 2.01 The EMPLOYER hereby recognizes the UNION as the sole and exclusive collective bargaining representative for all classified and unclassified employees employed by the EMPLOYER in the following described bargaining unit:

All full-time and regular part-time classified and unclassified employees employed in the Operations Section, Distribution Center Section, Food Service Section, and Maintenance Section, including food service employees, custodial employees, stockroom employees, grounds, and grounds preventative employees, laborers and truck drivers. Excluded are temporary employees temporarily assigned for a stipulated period of time not to exceed ninety (90) days, and all other Board employees.

2.02 The term "employee" as used in this CONTRACT shall refer only those persons included in the bargaining unit.

2.03 **Union Dues Check-Off**

A. The EMPLOYER agrees to check off from the wages of employees for the payment of dues to the UNION, the dues of the UNION, upon presentation of a written authorization individually completed and executed by any UNION member.

2.04 The EMPLOYER agrees not to honor any check-off authorizations executed by any employee in the employee unit described in Section 2.01 in favor of any labor organization or quasi-labor organization other than the UNION.

2.05 The UNION agrees to indemnify and save the EMPLOYER harmless against any and all claims that arise out of or by reason of action taken by the EMPLOYER in reliance upon any "PAYROLL DEDUCTION AUTHORIZATION" cards submitted by the UNION to the EMPLOYER.

2.06 **Authorization and Fair Share Fee**

A. All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire are not members in good standing of the UNION, are required to pay the UNION a fair share fee as a condition of employment and as permitted by the provisions of 4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the BOARD by the representative of the UNION. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the UNION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The UNION will indemnify and save the BOARD and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the BOARD or the BOARD and the UNION jointly.

B. The UNION agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and federal law. In addition, the UNION will provide the BOARD's designated representative for collective bargaining with a copy of the UNION's fair share fee procedure.

- C. The BOARD will deduct from the wages the regular monthly UNION dues of members and the fair share fees of non-members. Deduction shall be made from the weekly or bi-weekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the BOARD will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the UNION no later than (15) days following the end of the pay period in which the deduction is made, and upon receipt, the UNION shall assume full responsibility for the disposition of all funds deducted.
- D. The BOARD shall provide with each deduction of dues and fair share fee deductions, the following information:
 - 1. Alphabetical list of UNION members from whom deductions were made, the name, address, Social Security number of each member and the amount deducted and or last four digits of social Security Number.
 - 2. Alphabetical list of fair share fee employees from whom deductions were made, the name, address, Social Security number of each employee and the amount deducted.

ARTICLE THREE - MANAGEMENT RIGHTS

- 3.01 Except to the extent expressly modified by a specific provision of this CONTRACT, the BOARD, on its own behalf and on behalf of the electors of the District, retains and reserves onto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, and as such rights existed prior to the execution of this or any other agreement. The BOARD also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the BOARD and representatives of the UNION to discuss matters of concern to either party during the term of this CONTRACT.

ARTICLE FOUR – COVERAGE

- 4.01 The UNION has the sole and exclusive right to represent the employees in the unit described in Section 2.01 of this CONTRACT for the purpose of bargaining with the representatives of the EMPLOYER over matters relative to the following subjects:
 - A. Wages
 - B. Hours
 - C. Fringe Benefits
 - D. Working Conditions

ARTICLE FIVE - UNION REPRESENTATION

5.01 The UNION may select one (1) Chairperson. The UNION may also select one (1) Chief Steward and six (6) additional stewards with an effort to have every classification to be represented. The stewards will be involved in the processing of matters associated with this CONTRACT. It is understood that the privileges set forth in this Article do not authorize the employees to be absent from their jobs without authorization.

The stewards' names and areas of responsibility shall be furnished to the EMPLOYER by the UNION. Each steward will be permitted a reasonable amount of time to investigate and process grievances or potential grievances, which cannot be processed during non-work hours; provided, however, before any steward or other individual in the bargaining unit leaves his/her work assignment to engage in any activities of any kind type or description for or on behalf of the Union, including the investigation or discussion of grievances or potential grievances, Such individual must first advise his/her Section Supervisor of the nature of the reason he/she desires to leave his/her work assignment and secure the permission of such Section Supervisor to do so. Such permission shall not be unreasonably withheld if, in fact, the activity must be handled during the work time and, in fact, cannot, as determined by the Section Supervisor, be performed during non-work time, but may be delayed if the Section Supervisor, in fact, interfere with the work of any employee. In the event a Section Supervisor cannot be contacted to secure permission required under this Section, such permission may be granted by an employee's Assistant Supervisor in the Food Service, Maintenance or Distribution Center Section or by an Area Supervisor in the Operations Section. UNION business, other than the limited investigation or processing of grievances or potential grievances permitted by this Section, shall not be conducted by UNION stewards on BOARD time, nor shall it, in fact, interfere with the work assignment of any employee.

5.02 Chief Stewards shall have the same privileges as a steward, with the added responsibility for stewards assigned to a specific area in their absence.

5.03 The Staff Representative may consult with the employees in the employee unit described in Section 2.01 before the start of and at the completion of the day's work, and he/she shall be permitted access to work areas where such employees are employed or working at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this CONTRACT; provided, however, before consulting with any individual in the bargaining unit during work hours regarding any matter, the Staff Representative must secure the permission of the individual's Section Supervisor. Permission to consult with individuals in the bargaining unit will not be and/or unreasonably withheld but may be delayed, if the absence of the individual involved from his/her job duties will, in the opinion of the Section Supervisor, in fact, interfere with the work of any employee. In the event a Section Supervisor cannot be contacted to secure the permission required under this section, such permission may be granted by the employee's Assistant Supervisor in the Food Service, Grounds

Preventive/Maintenance Section or Distribution Center Section or by an Area Supervisor in the Operations Office.

- 5.04 The chairperson and/or the vice chairperson of the UNION shall have the duties and privileges accorded to a chief steward or staff representative by this CONTRACT. when it is known that either a chief steward or a staff representative will be absent or unavailable
- 5.05 The EMPLOYER agrees to advise the Chapter Chairperson of all new appointments, terminations, resignations, retirements, and transfers of employees in positions within the bargaining unit, along with their addresses, class titles, and buildings. Such notification shall be sent in writing within ten (10) days after the BOARD meeting during which employment action was taken.
- 5.06 It is understood that the privileges set forth in this Article do not authorize the employees to be absent from their jobs without authorization from their Supervisor granted pursuant to the terms of this CONTRACT.
- 5.07 The Union shall be permitted to speak exclusively with new employees for a period of at least 30 minutes during a scheduled department in-service to discuss union membership and benefits, without loss of pay. The Union may meet with new employees hired during the school year for at least 30 minutes with the approval of their supervisor during the work day, without loss of pay. Such approval from the supervisor shall not be unreasonably withheld.

ARTICLE SIX - WAGES AND INSURANCE

- 6.01 Wage rates for all employees in the bargaining unit shall be set forth in Addendum No. 1 attached hereto and made a part thereof:
- a. All bargaining unit employees will be placed on a new scale for the 2017-2018 school year, as set forth in Addendum No. 1.
 - b. All bargaining unit employees will receive a 2% increase on base wages for the 2018-2019 school year.
 - c. All bargaining unit employees will receive a 2% increase on base wages for the 2019-2020 school year.
- 6.02 **Favored Nation:** If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this bargaining unit will be offered the same benefits or rates.
- 6.03 **Shift Differential**
- A. A shift differential of twenty (.20) cents per hour shall be paid to each employee assigned to work on the second shift for all hours worked on such shift.
 - B. A shift differential of twenty-five (.25) cents per hour shall be paid to each employee assigned to work on the third shift for all hours worked on such shift.

- C. Employees receiving shift differential on a regular basis prior to any period of compensated absence (vacation, holiday, etc.) shall have such shift differential included in their compensation during such absence.

ARTICLE SEVEN - HOURS OF WORK AND OVERTIME

7.01 The EMPLOYER will pay for overtime worked at the rate of time and one-half for all hours over eight (8) worked on any day, or for all hours over forty (40) worked in any workweek.

7.02 The normal hours of the first shift shall start between 4:30 a.m. and 10:59 a.m. The normal hours of the second shift shall start between 11:00 a.m. and 6:00 p.m.

In the Operations Section, the EMPLOYER based on its operational needs, may establish split shifts which may start before the normal second shift starting time and/or end after the end of the normal first shift. Such employees will be paid second shift differential for split shift hours worked which shall be consecutive hours.

7.03 **A. Schedule of Hours for Sections other than the Food Service Section**

The normal schedule of hours for regular full-time employees working in the Sections other than Food Service Section shall consist of eight (8) consecutive hours of work, five (5) consecutive days per week, except when there is a six (6) or seven (7) day operation in effect. In positions in which employees are required by the EMPLOYER to remain on the school premises on call for work assignments during their lunch period, this eight (8) hour period shall include such lunch period; provided, however, such employees shall be permitted a reasonable amount of time, not to exceed fifteen (15) minutes, to eat their lunch on the premises, unless otherwise waived by supervision. In positions in which employees are not required by the EMPLOYER to remain on the school premises on call for work assignments during their lunch period, this eight (8) hour period shall not include such lunch period.

1. Employees in the Operations Section in the job classifications of Custodian (Head) and Assistant Custodian shall be required by the EMPLOYER to remain on school premises during their lunch period on call for work assignments. Such employees shall be permitted a reasonable amount of time, not to exceed fifteen (15) minutes, to eat their lunch on the premises, unless otherwise waived by supervision. This lunch period shall be included as part of their hours of work.

B. Schedule of Hours for Food Service Section

1. All Food Service Section employees shall be required to remain on the school premises during the lunch period (10:30 a.m. through 2:00 p.m.) on call to provide food service as required. Such employees shall be permitted a reasonable amount of time, not to exceed fifteen (15) minutes, to eat their lunch. This lunch period shall be included as part of their hours of work.

7.04 The EMPLOYER shall have flexibility in scheduling employees in order to effect a lunch period for employees.

7.05 A. Any employee required to work in a building during the time of an emergency created by a riot or public disturbance in the area of the building in which they are required to work, as determined by the SUPERINTENDENT, or the applicable non-Dayton Public School Chief Administrative head, requiring such building to be closed to the students and all other staff (except Administrators and Security Resource Personnel) normally assigned to the building shall be compensated at the rate of double time for all hours worked during such emergency in such building. It is understood that the EMPLOYER shall have the right to determine whether or not an employee or employees shall be required to work during such emergency in such building or be transferred to a different building. In the event the employee is transferred to a different building during the period the building to which he/she is regularly assigned is closed to students, this double time provision shall not be applicable.

B. In accordance with the provisions of Section 3319.081(g) of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. Examples of a public calamity include: (a) tornado, (b) flood, (c) ice storm, (d) snowstorm, (e) other emergency situations as determined by the SUPERINTENDENT. A public calamity does not include any school or building closing necessitated by: (a) fire; (b) power supply interruption or reduction; (c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the EMPLOYER to work and working during the time that school or building in which they are employed is closed by order of the SUPERINTENDENT due to an epidemic or other public calamity as described above, shall be compensated at the rate of double time for all hours worked during such emergency in such building. Those employees required to work and working on public calamity days in excess of five (5) days cited herein, shall be paid the at their normal hourly rate of pay for such hours worked. It is understood that the EMPLOYER shall have the right to determine whether or not an employee or employees shall be required to work during such emergency in such building. In the event the employee is transferred to a different building during the period the building to which he/she is regularly assigned is closed to students, this double time provision shall not be applicable.

7.06 **Saturday and Sunday Work**

A. Employees not regularly scheduled to work on Saturday who are called in to work shall be guaranteed a minimum of three (3) hours work and shall be

compensated at the rate of time and one-half their regular rate of pay for all such hours worked on Saturday.

- B. Employees not regularly scheduled to work on Sunday who are called in to work shall be guaranteed a minimum of three (3) hours' work and shall be compensated at the rate of double their regular rate of pay for all such hours worked on Sunday.
- C. Employees who accept work assignments on Saturday or Sunday who voluntarily choose not to work the minimum number of guaranteed hours shall be compensated only for actual hours worked.
- D. Where building systems require buildings to be checked on a Saturday, Sunday and/or holiday, and employees are assigned to make such checks by the EMPLOYER, those employees who are not required to perform any other work shall be paid the sum of Thirty five dollars (\$35.00) per day commencing upon the execution of this agreement for such work on each day involved but shall not be covered by the provisions of paragraphs A, B, and C above.

7.07 There shall be no pyramiding or duplication of overtime pay. When two (2) overtime or premium rates are applicable, only one (1), the higher, shall be paid.

7.08 All assignments for evening services on regular school days when there is an interval of time between the end of the regular working day and the start of the evening work will be paid at the applicable rate, with a minimum of three (3) hours of work guaranteed. If an employee who accepts such an assignment chooses not to work three (3) hours, he/she shall be paid only for his/her actual hours worked.

7.09 **Overtime:** Overtime opportunities, as determined by the EMPLOYER, will be divided as equally as practicable and possible among employees available for work and working in the same building and performing the same type of work. Overtime lists shall be updated regularly and posted in each building for all employees working in the same building who perform the same type of work. In the event an employee is offered an overtime opportunity and is excused by the EMPLOYER at his/her request to be so excused from working such overtime, the employee will be charged with having received an overtime opportunity the same as if he/she had worked such overtime. Ultimate responsibility for overtime assignments rests with management

The EMPLOYER may assign all EMPLOYEES to work overtime, should no EMPLOYEE volunteer to work the necessary overtime. Where the EMPLOYER is required to assign employees, the least senior employee will be assigned first, and thereafter future assignments will be rotated among the employees by assigning the next least senior employee. The employer will use the District Overtime List once the building overtime list is exhausted. Immediate assignments may be made in the event of an emergency that threatens property or personnel.

7.10 **Welcome Stadium**

Only an employee of the bargaining unit shall be eligible to work overtime at the Welcome Stadium on a rotating basis, if the employee signs up for the overtime and completes the required training. The employee can only miss three (3) overtime opportunities in any twelve (12) month period. All excused opportunities shall be prior approved. Employee on any approved leave shall not be eligible for overtime opportunities until returning to regular schedule.

7.11 **Nutrition Services**

An employee regularly assigned to a building shall be eligible to work overtime or extra time in FOOD SERVICE on a rotating basis, provided the employee signs up for the overtime. Employees on any approved leave shall not be eligible for overtime opportunities until returning to a regular schedule.

7.12 For purposes of computing vacation or sick leave benefits or an employee's "regular", "scheduled" or "assigned" hours for part-time employees, the standard shall be the average number of hours per week the employee has worked in the past four (4) weeks.

ARTICLE EIGHT - DISCRIMINATION AND COERCION

8.01 There shall be no discrimination or intimidation by the EMPLOYER or the UNION against any employee as a result of or because of such employee's race, color, creed, gender, disability or national origin all in accordance with applicable law, or membership in or non-membership in the UNION.

ARTICLE NINE - WORKING CONDITIONS

9.01 All system-wide work rules established by the EMPLOYER shall be in writing and shall be communicated to the employees and to the UNION. System-wide work rules shall be uniformly applied throughout the entire Dayton Public School System. Work rules shall not conflict with any provisions of this CONTRACT. The EMPLOYER shall also have the right to issue verbal directives, as conditions and situations dictate. The Building Administrator in any school and the Director in any Section shall have the right to establish rules or procedures applicable either within a particular building or section. Copies of such rules or change in the current rules shall be furnished to the Union at least ten (10) days prior to posting.

9.02 The employees shall be responsible to and receive assignments from their immediate Supervisor to the exclusion of any other person, unless their immediate Supervisor is absent; provided, however, nothing in this CONTRACT shall be interpreted so as to permit any employee to disregard or violate any procedures or directives issued by any Building Administrator or Director.

9.03 The EMPLOYER shall not contract out any bargaining unit work now being performed by any employee where any employee would suffer a reduction of regular working hours as a result. Contracting out of bargaining unit work for the purposes of this Section does not mean contracting out for the purchase of a product(s).

- 9.04 No Supervisor or Administrator shall, at any time, perform work performed by employees coming under the terms of this CONTRACT, with any of the following exceptions:
- A. In the Food Service Section, Food Service Managers may perform such work, notwithstanding their quasi-supervisory status.
 - B. Where the UNION has expressly consented to such performance.
 - C. Where the work is so performed due to an emergency that threatens property and/or personnel and/or there is not sufficient time to call in an employee.
 - D. Where no employee is available to perform the work.
- 9.05 The EMPLOYER agrees to provide work gloves and or any safety device that is needed, if NIOSH or the County Health Department requires such, for employees. After the original issue of a pair of work gloves or safety device to an employee, the employee must turn in the old pair of gloves or safety device prior to the issuance of new equipment...
- 9.06 All job performance evaluations shall be conducted on a regular yearly basis, to be completed by June 15, evaluating the job performance of the employee for the previous year only. Said evaluation shall be conducted by the Supervisor in the respective Department/ Section having the most immediate and direct contact with the employee involved and the Building Administrator, where applicable, with the employee receiving a copy signed by the supervisor. Such evaluations shall be done in accordance with established procedures, with the employee involved having the right to discuss the evaluation with the evaluating supervisor and make comments regarding same before it is further disseminated. Said evaluation shall be done fairly and objectively.
- 9.07 The EMPLOYER and the Head Custodian, Lead Truck Driver, Chief Stock Clerk and Food Service Manager shall be responsible to conduct inspections of his/her building work area. The Head Custodian, Lead Truck Driver, Chief Stock Clerk and Food Service Manager will not be required to perform discipline on bargaining unit members.
- 9.08 Grounds employees are required to wear steel-toed work boots, which will be provided and replaced as needed.

ARTICLE TEN - SYSTEM SENIORITY

- 10.01 A. System seniority shall be defined as the length of employment by an employee with the EMPLOYER as computed from the employee's most recent date of hire. If the employee's system seniority dates coincide, the employee with the lower social security number (last four (4) digits shall be considered as having higher system seniority.)
- B. Section seniority shall be defined as the length of employment by an employee in a particular Section as computed from the employee's most recent date of entry into such Section. For purposes of Section seniority, there shall be four

(4) Sections covered by this CONTRACT: (1) Food Service, (2) Operations, (3) Grounds/ Preventive Maintenance, and (4) Distribution Center Section.

- C. Job classification seniority shall be defined as the length of employment by an employee in a particular Section as computed from the employee's most recent date of entry into such job classification. For purposes of job classification seniority, the job classifications listed in Addendum No. 1, "WAGE RATES AND JOB CLASSIFICATION," shall be the job classifications.
- D. 1. 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 CONTRACT. Only regular full-time or regular part-time employees shall accumulate seniority. A substitute employee shall be an employee who works without a regular assigned schedule or temporarily replaces employees who are on approved leave.
2. Substitutes who are employed in the same position for sixty (60) consecutive school days, or more, shall be afforded all of the benefits of this Agreement beginning with the sixty-first (61st) school day provided such substitute is replacing regular full-time employee not on an approved leave.
3. Substitutes shall not be used except to cover an absence of the regular employee or to temporarily fill a vacancy while the District attempts to fill the vacancy.

ARTICLE ELEVEN – PROBATION PERIODS

- 11.01 A. There shall be a probationary period of sixty (60) work days to allow the EMPLOYER to determine the fitness and adaptability of any new employee it may hire to do the work required, during which time such new employee shall have no seniority rights, nor will his/her qualifications to do the work required or his/her discharge or layoff be a subject of dispute, an appeal to Civil Service or a grievance between the parties pursuant to the terms of this CONTRACT. Employees retained beyond this sixty (60)workday period shall have their seniority computed as of their date of hire.
- B. The EMPLOYER will have the right to extend for thirty (30) days probationary period with the Union's written approval.
- 11.02 Employees with system seniority who change Sections or change job classifications shall not accumulate Section seniority or job classification seniority in their new Section and/or new job classification during their first forty-five (45) days of employment in such new Section and/or job classification, but shall continue to retain their Section seniority and/or classification seniority in their former job classification or Section during this period. Upon completion of forty-five (45) days of employment in the new Section and/or job classification, such employees shall acquire Section seniority and/or job classification seniority in the new Section or job classification, which shall date from their most recent date of entry into such Section

or job classification, and shall no longer retain their Section seniority or job classification seniority in their former Section or former job classification.

- 11.03 Employees promoted to a new job classification shall serve a forty-five (45) work day probationary period to determine their fitness and adaptability to do the work required, during which time they shall have no seniority rights in the job classification. If an employee fails to qualify for the new job classification, he may be demoted in accordance with the Rules of the Dayton Civil Service Board. A demotion during the probationary period shall not be subject to an appeal to the Civil Service Board or the grievance procedure under this Agreement.

The EMPLOYER will have the right to extend for thirty (30) days the probation period with the Union's written approval.

If an employee fails to qualify for the new job classification, the Employer shall (1) provide to the employee, in writing, a statement clearly addressing those aspects of his/her direct job performance which were unsatisfactory; and (2) return the employee to his/her former position or to an Unskilled Labor Class defined in 11.04.

- 11.04 The following job classifications are recognized as being job classifications within the category of "Unskilled Labor Class".

Assistant Custodian

Food Service Preparer

Stadium Caretaker

ARTICLE TWELVE – JOB POSTINGS

- 12.01 Except during a period when employees with job classification seniority in such job classifications are on layoff, job openings for permanent positions in the "Unskilled Labor Class" will be filled as follows:

1. The Dayton Board of Education shall establish a transfer list to be used solely for the purpose of filling vacancies in the Unskilled Labor Class as defined in 11.04.
2. In May of each calendar year, the Board shall offer each employee in the Unskilled Labor Class the opportunity to request a transfer to any building. There shall be no limit to the number of requests an employee can make. An employee may request a transfer by returning the provided form to Human Resources by the specified date. In July of each calendar year, Human Resources shall propagate a transfer list for each building, based on seniority, which shall be provided to the Union.
3. All employees on the building transfer list shall be notified in writing of an available vacancy. The notification will include the hours, location, and requested start date for the vacant position. The notified employees shall have five (5) work days from receipt of the vacancy notification to notify Human Resources, in writing, of their continued interest in accepting or declining the

vacancy. Where an employee fails to respond within the specified time frame, he or she will not be considered for the vacancy.

4. In the event a vacancy exists and management desires to fill the vacancy, the Board shall fill the vacancy by lateral transfer from the transfer list. The employee with job classification seniority desiring a transfer to the building in which the vacancy exists shall be offered the transfer, providing said employee has the present ability and physical fitness to perform the job, and the employee has neither transferred nor been disciplined within the prior twelve (12) month period unless otherwise agreed to by management.
5. Where the job is not filled from the transfer list, the vacancy will be posted internally with first consideration to job classification seniority, then to section seniority and then to system seniority, provided the successful applicant has the present ability and physical fitness to perform the job. The applicant must meet the essential qualifications for the position as set forth in the job posting. In addition, an employee may be denied the position if the employee has been disciplined within the last twelve (12) months. Thereafter, the position may be posted externally.
6. The Board shall notify the Union within five (5) work days when a position is filled from the transfer list, indicating the location of the vacancy and the employee who transferred to the position. The Board shall also notify the Union if a more senior employee on the list was not offered the transfer opportunity and indicate the reason for bypassing the more senior employee.

12.02 In the event an applicant with greater seniority (job classification, Section, or system, as the case may be) is not awarded the job and an employee with less seniority (job classification, Section, or system, as the case may be) is awarded the job, upon written request, the employee with the greater seniority will be furnished with a letter stating the reasons for the rejection and thereafter the matter may be processed pursuant to the grievance/arbitration procedure set forth in this CONTRACT.

Information on postings and tests will be available on the intranet.

12.03 An employee may only change positions by a posted transfer one time during any twelve month period, unless approved or requested by the Employer; not to include promotions.

ARTICLE THIRTEEN – PROMOTIONS

13.01 Except during when employees in the particular job classification are on layoff, permanent job openings in job classifications other than the Unskilled Labor Class as set forth in paragraph 11.04A will be posted for ten (10) work days on the bulletin board in each building. A copy of each posting will be provided to the UNION. Each job posting shall indicate the location and shift of the positions open and the dates of posting. Within ten (10) work days after the dates of posting, employees with job classification seniority working in the same job classification may apply for

the job openings by sending a letter to the Office of the person designated by the SUPERINTENDENT indicated on the job posting notice. The job opening will be awarded to the applicant with the longest job classification seniority, provided such applicant has the present ability and physical fitness to perform the job. In addition, an employee may be denied a position if the employee has been disciplined within the last twelve (12) months. In the event the applicant with the greatest job classification seniority is not awarded the job, upon request he/she will be furnished with a letter stating the reasons for the rejection and thereafter the matter may be processed pursuant to the grievance procedure set forth in this CONTRACT.

- 13.02 Appointments into all classifications other than "Unskilled Labor class" classification shall be made, whenever practical, by competitive examination as determined by the EMPLOYER. Employees will be notified prior to the date of any promotional examinations for any classifications, so that they might afford themselves the opportunity to take such examination.
- 13.03 When an employee is promoted to a higher paying position, the employee shall have the right to go back to the classification he/she left in accordance with Civil Service Rule 12 or for a period of up to three calendar years, whichever is less. Such request will be granted only if a vacancy exists in the classification to which he/she seeks demotion. If a demotion is requested when no vacancy exists, the employee may be placed at the top of a promotional and/or open eligible list for the title to which the employee seeks demotion. The employee will receive the current rate of pay for the classification to which he/she is demoted.

ARTICLE FOURTEEN – LAYOFF AND RECALL

- 14.01 Except as otherwise provided in this agreement, all reductions, suspensions, removals and demotions shall be made in accordance with the Rules of the Dayton Civil Service Commission expressly applicable to employees of the EMPLOYER.

For the purpose of an involuntary reduction as a result of layoff, such layoffs shall be conducted by classification, and displacements shall be conducted based on system seniority. The employee with the least System wide seniority (as defined in Article 10), in the classification or if no vacancy exists in classification subsequently affected shall be removed within the affected classification. If two or more employees have identical system seniority, then the employee with the highest last four digits of their social security number shall be deemed to have the equivalent of lower seniority. The continued employment of any employee so removed from a position shall be determined in the following manner:

- A. Once displaced from their present classification, an employee shall be demoted to a lower grade position within the classification series in descending order and shall be displaced into a vacancy and if no vacancy exists then displace an employee in the lower grade position based on system seniority.
- B. If not entitled to a position under the above, the employee shall be placed into a position previously held by permanent appointment, commencing with the

last previously held position and shall first fill a vacancy in such classification, and if no vacancy exists, then the employee shall displace an employee in that classification based on system seniority.

- C. If not entitled to a position under the above, the employee shall be demoted to a non-tested part-time position with the most scheduled hours and shall first fill a vacancy and if no vacancy exists then displace an employee in such non-tested part-time classification based on system seniority.
- D. If an employee is not entitled to a position under the above, or waives his/her rights to all positions under the above, said employee shall be laid-off.

Any employee involuntarily displaced and/or laid-off shall be placed on a three (3) year recall list to return to the position from which they were displaced. Employees shall retain their original system/classification seniority date once recalled.

- 14.02 Prior to requesting or submitting any change in the current Dayton Civil Service Rules which affects employees in this bargaining unit, the BOARD will give the UNION thirty (30) days notice of the proposed change and will negotiate the change with the UNION upon request by the UNION. The UNION shall also be entitled to present its position on any such proposed change to the BOARD at a public hearing prior to the requesting or submitting of such change.

If the Board receives any changes to the Dayton Civil Service Rules which affects employees in this bargaining unit, the Board will notify the Union and forward such changes to the Union within two weeks.

ARTICLE FIFTEEN – SUPER SENIORITY

- 15.01 Two (2) officers of the Union shall be given super seniority with respect to layoffs only, including the chairperson and vice-chairperson. They shall retain their positions during a layoff as long as there is work, which they are qualified to perform, to be performed within the bargaining unit. If there is no work which they are qualified to perform, they shall be laid off in accordance with the provisions of this Article.

ARTICLE SIXTEEN - DISCIPLINE

- 16.01 Except for probationary employees, all disciplinary action taken by the EMPLOYER shall be taken for just cause, however, any disciplinary action resulting from charges against an employee, said action will be initiated no later than twenty (20) work days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Union.
- 16.02 Prior to any suspension, reduction or dismissal, the Dayton Board of Education shall deliver or mail a copy of the Charges and Specifications to the Regional Director of the Union and the Union Chapter Chairperson. The hearing on said Charges and specifications. A hearing shall be held no fewer than five (5) and no more than ten

(10) work days from the date of receipt of the charges by either Union official unless otherwise agreed. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, the hearing shall be rescheduled by Management. The employer shall provide the Union with a hearing packet of any and all documents it intends to present in support of the charges and specifications at least twenty-four (24) hours prior to the hearing. Failure to receive the hearing documents in a timely manner or the omission of a document may be considered reasonable grounds for a continuance. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Hearing Officer. The Hearing Officer shall render his/her decision within ten (10) work days of the close of the hearing and send the decision to both AFSCME Ohio Council 8 and the Local Union Chapter Chairperson. This may be challenged through the grievance/arbitration procedure.

16.03 In most cases, employees will remain on the-job while disciplinary charges are pending; however, the parties recognize that circumstances may occur where it is appropriate and necessary to remove the employee from duty immediately. Employees shall not be removed from service without pay until they are first given an opportunity to be heard as to unpaid leave, and in such cases, the employee shall be placed on paid administrative leave until the hearing. The employer shall hold a hearing before the designated hearing officer to determine whether the employee shall be returned to duty, remain on administrative leave with pay, or placed on administrative leave without pay, pending the outcome of the employer's investigation and resolution of the disciplinary charges. In such cases, the employee and the Union shall be given 24-hour notice of the Employer's intent to hold such a hearing.

All disciplinary actions and procedures will be performed in accordance with the Manual of Procedures for Discipline of Classified Personnel. The Employer must negotiate with the Union prior to any changes to the Manual of Procedures for Discipline of Classified personnel.

At any time a Supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (reprimand, suspension or dismissal) is likely to result, the Supervisor shall establish the time and place for the meeting and give written notice to the employee of the employee's right to have a steward present and be furnished with a copy of the charges. In the event the employee requests his/her steward to be present and the steward is not available in the building, the meeting may be delayed at the request of the employee for up to twenty-four hours to permit the attendance a steward.

B. The principle of progressive discipline shall be utilized in the administration of this contract.

16.04 Administrators shall have the authority to take the following disciplinary action:

Immediate Supervisor: Oral reprimand, written reprimand, recommend more severe discipline to a higher level.

Associate Director: Oral reprimand, written reprimand, or suspension up to five (5) days;

Director : Oral reprimand, written reprimand, or suspension up to ten (10) days;

Executive Director: Oral reprimand, written reprimand, or suspension up to thirty (30) days; recommendation for termination;

Superintendent of Schools: Oral reprimand, written reprimand, suspension; recommendation for termination.

It is understood that the Dayton Board of Education has the final authority on all terminations. Nothing herein shall be construed as limiting the authority of the Board of Education.

All disciplinary actions in excess of an oral reprimand are subject to the grievance procedure. Such grievances shall be filed one level above the management official rendering the discipline and shall thereafter progress through the grievance procedure in a normal manner. In cases where termination is recommended, a pre-disciplinary hearing shall be held and the hearing officer shall render his/her decision within ten (10) work days of the close of the hearing. A grievance may be filed at level III of the grievance procedure within ten (10) work days of the Union's receipt of the hearing officer's decision.

16.05 Progressive Discipline Procedures (Applicable for Excessive Absenteeism and Excessive Tardiness)

The penalties for sick leave occurrences and tardiness within a one (1) year period from the date of the most recent occurrence are as follows below. The penalties for "no call/no show" days during the term of an employment are set forth below. It is understood that absences which occur under approved FMLA leave are excused and shall not be counted as an occurrence.

"No Call/No Show" Work Days	Sick Leave Occurrences	Tardy Occurrences	Disciplinary Action
-	5	5	Oral Reprimand
1	6	6	Written Reprimand
2	7	7	Three (3) Day Suspension
-	8	8	Five (5) Day Suspension
3	9	9	Ten (10) Day Suspension
4	10	10	Recommendation for Termination

16.06 Upon one (1) year from the date of issue, written reprimands shall be expugnable from an employee's file upon written request. Upon three (3) years from the date of issue, all suspensions shall be expugnable from an employee's file upon written request. Within thirty (30) days from the request, Human Resources shall advise the employee whether or not the discipline has been removed. In considering whether or not to remove the discipline, management shall consider the nature of the offense, the length of time since the offense, and whether there has been a reoccurrence of any like and similar offense. A

denial of an employee's request and/or a failure by management to respond after 30 days may be subject to the grievance procedure.

16.07 In the event that discipline is rendered against an employee and results in a suspension of five (5) or less days, the employee shall have the option of forfeiting up to forty-eight (48), hours of vacation in a twelve (12) month period. If the employee chooses to forfeit vacation, the forfeiture shall be one hour of vacation of each one hour of the suspension. The forfeiture of vacation will constitute discipline of record, shall be accordingly noted in the employee's personnel file, and shall constitute the final resolution of the departmental charges. No loss of seniority shall occur should the employee choose this option.

16.08 "No Call/No Show" Work Days:

A. A "no call/no show" work day occurs on each work day when an employee fails to notify his/her supervisor prior to the scheduled shift that he/she will not be at work and/or when the employee leaves work prior to the end of assigned/scheduled work time without prior supervisory approval. It is understood that an employee will not be paid for "no call/no show" hours unless Section B below applies.

B. Discipline will not be implemented in the event of an emergency or sickness beyond the control of the employee that makes prior notification impossible. Written explanations and/or documentation (where available) supporting such an emergency may be required by the employer.

C. A written reprimand for "no call/no show" shall be expungable under Article 16.06 upon two (2) years from the date of issue. A suspension for "no call/no show" shall be expungable under Article 16.06 upon five (5) years from the date of issue. Except for these time periods, all other rules in Article 16.06 for expunging discipline shall also apply to "no call/no show" discipline.

ARTICLE SEVENTEEN – FOOD SERVICE SECTION

17.01 Employees with system seniority in the Food Service Section, who desire to work during the summer period when school is not in regular session in temporary service positions in the Operations Section, may apply to work the temporary position. The department shall post one (1) month prior to the break for summer.

17.02 A. The EMPLOYER will endeavor, to the extent possible and practicable, to place such employees in available temporary service position during the summer period. Available temporary service positions will be awarded to the applicants with greatest system seniority with the EMPLOYER in any job classification, provided such applicants have the present ability and physical fitness to perform the available work. In the event an employee with greater system seniority is bypassed in favor of another employee with less system seniority, upon written request, such employee will be furnished with a letter

stating the reasons for such action and thereafter the matter may be processed pursuant to the grievance/arbitration procedure set forth in this CONTRACT.

- B. Employees in temporary service positions shall be entitled to accumulate and use sick leave, with usage limited to two (2) days.

ARTICLE EIGHTEEN TEMPORARY TRANSFERS

18.01 Temporary Transfer

Employees in both Food Service and Operations may be temporarily assigned within their job classifications from their regular permanent job location or shift to other locations or shifts. Such temporary assignments shall not be made for periods in excess of thirty (30) workdays during any school year unless otherwise agreed to between the affected employee(s) and the EMPLOYER(S) and the UNION. The Employer shall notify the Union in writing within 1 business day of such a transfer.

ARTICLE NINETEEN PERMANENT WORK ASSIGNMENTS

19.01 After 30 days from commencement of each school year, Food Service employees may be permanently transferred only under the reasons set forth in section 19.02 of this article.

19.02 There shall be no permanent transfers during or between school years except for the following reasons:

1. Meeting legal requirements, including, but not limited to addressing potentially volatile workplace conditions, after management has spoken with all affected employees together with the Union in an attempt to resolve any problems.
2. Readjusting required staffing levels.
3. Filling a vacancy due to extended absenteeism, illness or leave of absence.
4. Filling a job requiring specialized skill, talent knowledge of equipment.
5. Changing an employee who has a known physical or mental condition which prevents the employee from satisfactorily performing the duties of the job.
6. Changing an employee who is unable to perform the job at a satisfactory level without an inordinate amount of supervision provided nothing herein shall prevent the EMPLOYER from taking appropriate disciplinary action as may be required by the circumstances.

7. Transferring an employee whose excessive absenteeism over an extended period of time causes an added burden to other employees or additional overtime cost to the EMPLOYER.

If a permanent job transfer within job classifications is necessary under reasons 2 or 3, the EMPLOYER must consider attrition or other options, including but not limited to job posting, before any transfer is made. Before any permanent transfer is made the vacancy shall be posted and filled in accordance with 12.01 or 13.01. If there are no qualified applicants for the vacant position then a permanent transfer may be made.

An employee changing positions by transfer shall serve a 45-day period to determine his/her fitness and adaptability to do the work required. If the employee is unable or unfit to do the work required, she/he may be transferred to a vacancy in the same job classification. Should an employee be transferred under this provision due to a personality conflict, she/he will maintain the same classification, hours, and rate of pay of his/her original position.

8. Transferring an employee on a temporary basis as addressed in Article 18.
9. In the event it is necessary to permanently transfer an employee, the Employer will notify the Union in writing, the reason for the permanent transfer within three (3) days.

ARTICLE TWENTY – SENIORITY LIST

- 20.01 The EMPLOYER shall, each six (6) months (October-April), provide the UNION with a seniority list on which is listed the name of each employee and each employee's job classification seniority date, Section seniority date, and system seniority date. A copy of this seniority list shall also be posted on a bulletin board in each building.

ARTICLE TWENTY-ONE – HOLIDAYS

- 21.01 A. The holidays in effect during the term of this CONTRACT, for employees assigned to Dayton Public School Buildings, shall be:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

One (1) additional floating holiday to be designated by the EMPLOYER.

- B. Employees assigned to non-Dayton Public Schools shall, in lieu of "A" above, receive holidays in accordance with the school calendar of the school to which they are assigned, but in no event less nor more than the total number of

holidays set forth above. Payment for any additional holidays for those employees working in non-Dayton Public Schools shall be made in the pay period(s) in which the first dissimilar, non-common holiday(s) occur.

- C. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. In the event that a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- D. Employees on the active working payroll on the date of a holiday who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours they are regularly assigned to work, not to exceed eight (8) hours, at their applicable regular rate of pay. Employees who work on a designated holiday shall be paid their holiday pay, plus double time for all hours worked on such holiday. Employees under contract during the regular school year only who are not issued a supplemental contract for assignment during the full summer break period shall not receive holiday pay for holidays occurring during such summer break. Employees under contract during the regular school year only shall be entitled to receive the floating holiday during the school year at the time designated by the EMPLOYER.
- E. In order for an employee to be eligible for holiday pay, said employee must be on active pay status the day before and the day after the day on which the holiday falls.
- F. During years where two (2) consecutive holidays are celebrated, one or both of which fall(s) on a weekend day, the EMPLOYER will designate which day(s) will be celebrated holidays based on its school calendar.

ARTICLE TWENTY-TWO -- VACATIONS

22.01 The vacation allowance for employees under contract for twelve (12) calendar months is as follows:

<u>Calendar Years of Continuous Service</u>	<u>Number of Days Allowed for Vacation Annually</u>
Over nine months but less than one year	1 day per month of employment
One year	12 days
Two years	13 days
Three years	14 days
Four years	15 days
Twelve years or more	20 days

(Based on service rendered during the vacation year, which is between July 1 and June 30.)

22.02 The vacation allowance for employees under contract for the regular school year only for any period of less than twelve (12) calendar months shall be as follows:

<u>Calendar Years of Continuous Service</u>	<u>Numbers of Days Allowed For Vacation Annually</u>
One Year	1 day per month of employment
Two years	1.033 days per month of employment
Three years	1.167 days per month of employment
Four years	1.25 days per month of employment
Twelve years or more	5 extra days of vacation annually

(Based on service rendered during the vacation year which is between July 1st and June 30th.)

- 22.03 During any year in which an employee with less than twelve (12) years of continuous service has one hundred and twenty (120) days of unused sick leave accumulated as of January 1st, such employee shall be entitled to five (5) extra days of vacation.
- 22.04 A. Employees assigned to Dayton Public School buildings and under contract for the regular school year only or for any period of less than twelve (12) calendar months whose work year is specified by the school calendar, shall not be able to take their vacation during the period regular school is in session. Such employees who are eligible to earn less than ten (10) total days of vacation during the school year shall be required to take their vacation during the Winter (Christmas) and Spring (Easter) periods when school is not in regular session. Such employees who are eligible to earn ten (10) or more total days of vacation during the school year shall be required to take their vacation during the Winter (Christmas) and Spring (Easter) periods when school is not in regular session and shall be paid for unused vacation at the end of the work year and may be allowed to carry over no more than four (4) vacation days to be utilized during the Winter and Spring break
- B. Employees assigned to non-Dayton Public Schools shall have their vacation scheduled during the period their assigned schools are not in session or be paid for unused vacation at the end of the work year.
- 22.05 Employees who work twelve (12) calendar months may take vacation as accrued, other than the first five (5) work days and the last five (5) work days of the school year. The selection of vacation days shall be governed by seniority. The choice of vacation days shall be governed by seniority. The EMPLOYER reserves the right to limit the number of employees who will be permitted to take vacation days off at any given time in order to insure efficient operation. In cases where a conflict occurs between two (2) or more employees and not all can be accommodated, the employee with the greatest section seniority within a building shall have preference in being approved for vacation leave. Once an employee has been approved for vacation leave, no other employee, even if more senior, can be given preference over approved vacation.

- 22.06 Employees eligible to take vacation days at times other than the Winter (Christmas) and Spring (Easter) periods when schools are not in session shall, to the fullest extent possible, take such vacation in minimums of one week at a time and shall advise their Department Head/Supervisor, in writing, two (2) weeks in advance of the date they desire to take such vacation.
- 22.07 Any absence chargeable to sick leave, one day or more, immediately preceding or following the holiday, vacation or personal leave, may require a doctor's statement or certificate.
- 22.08 No vacation allowance may be earned during the period of leave of absence or suspension except when the employee is on leave protected by the Family Medical Leave Act (FMLA)
- 22.09 An employee who has worked for the EMPLOYER for at least twelve (12) months and who voluntarily severs his/her employment with the EMPLOYER shall be paid for the number of earned vacation days.
- 22.10 Regular part-time employees, who are under contract on a twelve (12) month basis, shall be entitled to earn vacations based on the schedule listed for full-time twelve (12) month employees as set forth in section 22.01. Regular part-time employees, who are under contract only during the regular school year or for any period of less than twelve (12) calendar months, shall be entitled to earn vacations based on the schedule listed for full-time, less than twelve (12) month employees, as set forth in Section 22.02. For part-time employees, a day of vacation, for the purpose of computation of vacation pay, shall consist of the number of hours they are regularly assigned to work each day.

ARTICLE TWENTY-THREE -- SICK LEAVE

- 23.01 A. Each full-time employee shall receive sick leave credits at the rate of one and one-fourth ($1\frac{1}{4}$) days per calendar month of completed service, e.g., fifteen (15) days for a full year's service.
- B. Seven (7) separate incidents of sick leave usage in a rolling twelve (12) month period may indicate a pattern of sick leave abuse. The immediate supervisor will be responsible for investigating any mitigating circumstances that led to the sick leave usage. Charges and specifications for disciplinary action may be submitted in the event the immediate supervisor concludes there were no mitigating circumstances.

At management's request, an employee may be required to submit a physician's statement upon return to work if an absence is three (3) or more consecutive working days in duration. This will be a condition of sick leave compensation being provided.

An employee may be required to submit a physician's statement when a record of absences reflects a clear pattern of sick leave abuse. This will be a condition of sick leave compensation being provided. Examples include but are not limited to

excessive Monday and/or Friday absences, absences before or after paid holidays, and absences on the same day or days in the week.

All medical documentation should be taken under consideration when investigating mitigating circumstances that led to sick leave usage.

23.02 On July 1st of each year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred fifty (250) days, which is the maximum which may be used during any one school year.

23.03 An employee who has transferred from the service of any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law.

23.04 Absence from work on non-work days shall not be considered sick leave and shall have no effect on the employee's sick leave credit. Anytime when the employer declares there is no work for an employee; this time off shall not be counted against the employee as leave without pay occurrence for sick leave purposes.

23.05 Regular part-time employees shall be entitled to sick leave for time actually worked at the same rate as that granted full-time employees.

23.06 An employee eligible for sick leave may be granted such leave with full normal pay when absent from work and entitled to such sick leave pay in accordance with the provisions of Section 3319.141 of the Revised Code of Ohio.

23.07 The EMPLOYER shall have the right to require any employee off work due to sickness, illness, or accident to be examined by a physician designated by the EMPLOYER, at the EMPLOYER's expense, while absent from work or prior to being permitted to return to work.

All employees shall notify their immediate supervisor by calling the phone number designated by the supervisor one hour prior to scheduled work reporting time with exception of 2nd shift custodians who must report their absence to the designated report phone number by 10:00 a.m.

An employee shall report the expected duration of the illness or injury if known. Should the employee need additional time for the sickness, illness or injury, they shall notify the employer as soon as possible, but no later than one hour prior to the previously reported return to work date except 2nd shift custodian who must report their absence to the designated report phone number by 10:00 a.m. An employee shall also call in the day before he/she expects to return to work.

23.08 The EMPLOYER shall require each employee to furnish a written, signed statement on forms prescribed by the EMPLOYER to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician and the dates he/she was consulted.

23.09 Any employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff placed to his/her credit.

Catastrophic Illness/Injury Leave (Sick Leave Bank)

In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the Board and the Union may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated unused sick leave by other bargaining unit employees who volunteer to do so. Any decisions made by the Board and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.

- A. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight. Catastrophic illness or injury shall be utilized to provide compensation to an employee on an approved medical leave of absence or who has experienced an FMLA qualifying event and has exhausted all forms of paid leave.
- B. A Joint Committee shall be appointed. The Superintendent will appoint three (3) administrators on an annual basis. The Union will appoint three (3) Union Officers on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.
- C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Executive Director of Personnel Services. Applications will include, but not be limited to the following information:
 1. The nature of the claimed catastrophic/illness or injury;
 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
 3. Projected date of return to duty;
 4. Explanation of previous leave usage; and
 5. Any other pertinent information the applicant can submit to the committee for its consideration.
 6. Should the original circumstances necessitating the leave change, the employee shall notify the committee and the committee shall decide whether the leave is still appropriate.
- D. Upon receipt of the application, the Executive Director of Personnel Services shall notify the Joint Committee. The Joint Committee will meet as soon as practicable after receipt of a request and make a determination regarding the request. In order to approve a request for catastrophic illness/injury sick leave donation, two-thirds (2/3) vote of the entire committee must prevail. The

employee will be informed of the committee's decision and the reasons therefore in writing. The decision of the committee shall be final.

- E. A maximum of forty-five (45) days of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) days. In no event will an employee be granted a total of more than ninety (90) days of catastrophic illness or injury leave.
- F. If an application is approved by the Joint Committee, the affected employee or his/her representative will assume the responsibility for solicitation of donations of accrued, unused sick leave from District employees. Donated sick leave will be deducted from a donating employee's (donor's) accrued, unused sick leave and credited to the affected employee's (donee's) account. Personnel Services will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Executive Director of Personnel Services for processing.
- G. All information and reports relating to applications submitted under this Regulation will remain confidential.
- H. Donations under these provisions will not be counted as sick leave usage.
- I. Employees of the Board of Education, not in this Bargaining Unit, may donate sick leave to any Bargaining Unit employee. Likewise, employees of this bargaining unit may donate to any board of education employee.
- J. Within thirty (30) days of the start of each school year, bargaining unit employees will elect whether they desire to participate in the sick leave bank. Only those electing to participate will be eligible for withdrawals. Human Resources will supply the proper forms for participation upon signing up for participation, each participating member will donate a minimum of one (1) one day to the bank, but they may donate additional time at the employee's option.
- K. Under no circumstances will sick leave donated to the bank revert to property of the Board of Education. All sick donated shall remain property of the bank until utilized by a member after approval of the committee.

ARTICLE TWENTY-FOUR -- LEAVE OF ABSENCE

- 24.01 Leaves without pay for reasons of personal ill health or disability from performing work due to sickness, illness or accident, personal pregnancy or personal childbirth, may be granted upon request for periods not in excess of ninety (90) calendar days after sick leave is expired. Leave for such health reasons may be extended or renewed beyond a total of ninety (90) calendar days, provided the express approval of the EMPLOYER, in writing, is secured in advance of the date of this expiration of the approved period of such leave of absence. Upon return from any such leave, the employee will be reinstated in his/her old job classification or one of equal grade.

- 24.02 Employees off work on an approved leave of absence during a period when paychecks are issued, shall have their paychecks mailed to their home and/or deposited directly with the employee's selected banking institution; provided, however, the employee must contact the Director or designee (Secretary) and advise them of the request at least two (2) days prior to the date for issuance of the payroll checks.

ARTICLE TWENTY-FIVE -- INJURY LEAVE

Injury Leave and Injury Pay shall be administered pursuant to the provisions of Article Forty Six (46) of this Agreement.

ARTICLE TWENTY-SIX -- BEREAVEMENT LEAVE

26.01 **Immediate Family**

- A. Up to three (3) days' absence without loss of pay for bereavement will be allowed when a death occurs in the immediate family; i.e., current spouse, father, mother, sister, brother, half-sister, half-brother, child, stepchild, stepparent, parent of current spouse, grandparent, grandchild or any other person who is a permanent resident of the household.

26.02 **Remote Relative**

- A. One (1) day's absence without loss of pay for bereavement will be allowed when the death is that of a more remote relative; i.e., (stepbrother, stepsister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin).

26.03 **Travel**

- A. If the death of a member of the immediate family occurs at a distance greater than 300 AAA miles one way from Dayton, the employee may be allowed an additional absence of up to two (2) school days without loss of pay to attend the funeral by the SUPERINTENDENT or Superintendent's designee for travel time. Travel for remote family shall be one (1) day extra.

26.04 **Proof**

- A. Proof of death, attendance at the funeral/memorial service, the relationship, or travel distance may be required by the EMPLOYER.

ARTICLE TWENTY-SEVEN -- PERSONAL LEAVE

- 27.01 Subject to the conditions set forth herein, all regular non-teaching, non-certificated classified employees shall be eligible to receive up to four (4) days of personal leave each school year, such personal leave to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved personal leave. New hires shall not be eligible to take personal leave during their first ninety (90) days of employment. An employee who is released from

employment during his/her probationary period shall not have earned personal leave days under this Article. "Waiver Days" are paid work days.

27.02 No Charge Against Accrued Sick Leave Credits

- A. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
- B. Any unused personal leave days shall not be carried as an accumulation beyond the school year in which earned.

27.03 Application for Personal Leave

- A. Employees desiring to take personal leave must submit an application for such leave, at least two (2) work days in advance of the day desired off. Such an application should be submitted through the employee's immediate supervisor, and such supervisor should indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one hour increments or more. The supervisor shall also have the authority to grant emergency leave without prior notice. If an emergency truly exists, such a request shall not be unreasonably denied.

27.04 Restrictions on Use of Personal Leave

Personal leave may not be taken:

- A. On the last work day before or the first work day after any holiday or professional day. This restriction shall not apply if school closed on the day before or after a holiday and the employee is not scheduled to work on such day.
- B. On the last work day before or the first work day after any approved vacation.
- C. On the first five (5) workdays and the last five (5) workday of the school year.

27.05 Authority of the SUPERINTENDENT's Designee

- A. In determining whether or not to approve any application for personal leave, the SUPERINTENDENT's designee shall consider the recommendation of the employee's immediate supervisor, which recommendation shall be based on the effect the absence of the employee will have on the efficient operation of the work regularly performed by the employee. Such leave shall not be unreasonably denied.
- B. In the event two or more employees in any unit, school, or Section request personal leave on the same day and, in the judgment of the SUPERINTENDENT's designee, not all can be accommodated, the employee(s) with the greatest length of service with the Section shall be given preference.

ARTICLE TWENTY-EIGHT -- ASSAULT LEAVE

Assault Leave and Assault Pay shall be administered pursuant to the provisions of Article Forty Six (46) of the Agreement.

ARTICLE TWENTY-NINE -- FAMILY MEDICAL LEAVE

29.01 The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a year shall be calculated on an individual and rolling basis. In complying with the FMLA, the employer will adhere to the requirements of the collective bargaining agreement, applicable federal and state laws and regulations. To be eligible, an employee has to have a minimum of one thousand two hundred and fifty (1250) hours worked in the previous year. Personnel shall grant or deny the FMLA request within five (5) work days of the request.

ARTICLE THIRTY -- LEGAL PROCESS ABSENCE

30.01 Absence in Response to Subpoena

Employee Not a Party to Court Case or Administrative Hearing.

- A. Statement must be signed by the employee and filed with the Treasurer stating that either;
 - 1. No compensation was received as a result of the court appearance,
or
 - 2. Compensation was received in the amount shown.
- B. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.

30.02 Absence in Response to Jury Summons

There shall be no loss in salary if:

- A. The employee signs a statement and files same with the Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown, and
- B. The employee remits the compensation received to the office of the Treasurer before the end of the current pay period.

30.03 Absence When Litigant or Party to Court Action

In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of Emergency Personal Leave outlined in Article Twenty-Seven.

ARTICLE THIRTY-ONE -- CONVENTION LEAVE

- 31.01 The EMPLOYER agrees to grant, upon the request of the UNION, a paid convention leave of absence for the purpose of attending UNION conventions and conferences, provide, however:
- A. That the total time off does not exceed eighty (80) hours during any one year of this CONTRACT, and
 - B. That a written notice specifying the names of the employees attending the convention or conference is furnished by the UNION two (2) weeks in advance of the period desired, and
 - C. That not more than five (5) employees shall be absent at any one time, no more than three (3) of whom shall be from the same Section and no more than one (1) of whom shall be from the same building.

ARTICLE THIRTY-TWO -- GRIEVANCE PROCEDURE

- 32.01 A grievance is defined to be any question or controversy between any employee or the UNION with the EMPLOYER involving the interpretation or application of any of the provisions of this CONTRACT. A Class Action grievance is an alleged violation of this Agreement which is alleged to impact a definable group of similarly situated employees or one of a general nature requiring broad interpretation and application of this agreement. Such grievances must be signed by the Staff Representative and may be filed at Level II of the Grievance Procedure.
- 32.02
- a) All employees should make every effort to settle differences or disputes without filing a grievance. In the event an agreement cannot be reached, an employee who believes she/he has a grievance shall first notify the supervisor of his/her grievance within twenty (20) workdays from the date of the occurrence. The EMPLOYER shall then meet and discuss the matter fully within five (5) workdays after notification by the employee of the grievance.
 - b) It is understood that grievances should not be heard by the management official responsible for the decision giving rise to the grievance, or their direct reports. If unable to resolve the issue without filing a grievance, the Union may file the grievance one step above the management official responsible for the aggrieved issue. Should a management official believe that he/she may have a conflict of interest, he/she may so state and move the grievance to the next level without prejudice.

- c) The Union shall endeavor to provide the employer with documents it intends to use in support of its position one day prior to the grievance hearing. Failure to provide such documents may be grounds to postpone the hearing.

Level I

If the matter is not resolved by the meeting and discussion, referred to in above, the grievance shall be reduced to writing by fully completing the Level I Grievance Form and presented to the Supervisor: This written presentation of the grievance must be given to the supervisor within five (5) work days after the oral answer is given. The appropriate management individual shall hold a meeting at a mutually convenient time with the grievant and his/her UNION Steward if the grievance desires the Steward to be present. This meeting shall occur within three (3) workdays after the grievance is presented. The grievant shall be afforded the opportunity to fully present his/her position regarding the grievance. The appropriate management individual shall give the written answer to the grievant and to the UNION within five (5) workdays after the meeting is held on the written grievance.

Level II

If the grievance is not resolved at Level I, the grievance may be referred in writing to Level II by the grievant by fully completing the Level I Grievance Form and presenting it to the Chief of Business Operations, or his/her designee. This appeal to Level II must be filed within five (5) days after the Level I answer is given. The Chief of Business Operations or his/her designee thereafter will hold a meeting at a mutually convenient time with the Supervisor and other members of management involved, the grievant, and the grievant's UNION Steward or Chief Steward if the grievant desires, regarding the grievance and will thereafter reply to the grievance in writing. This meeting shall occur within five (5) workdays after the written grievance is presented. The answer of the appropriate Supervisor at Level II shall be given within five (5) workdays after this meeting is held on the written grievance. This written answer shall be given to the grievant, Chief Steward and to the UNION.

Level III

If the grievance is not resolved at Level II, the grievant may appeal the grievance to Level III by submitting in writing a fully completed Level II Grievance Form and presenting it to the Superintendent or his/her designee, who shall investigate the grievance. This appeal to Level III must be filed within five (5) workdays after the Level II answer is given. As part of such investigation, the Superintendent's designee shall meet with the aggrieved employee, Staff Representative and others having direct knowledge of the matter at a mutually consented time, during non-work hours of the aggrieved employee and other employees in attendance. Within ten (10) workdays after this investigation meeting is held, the Superintendent or his/her designee's answer to the grievance will be issued to the aggrieved employee and to the Chief Steward, the UNION, and the other affected individuals. The answer will be sent by certified mail to the UNION at its UNION HALL unless otherwise agreed upon.

In the event a grievance is not timely filed or timely appealed as required, the grievance shall be deemed withdrawn and not subject to further processing as a grievance, without establishing a precedent. In the event a grievant is not timely answered at Level III as required, the grievance shall be deemed settled in favor of the grievant, without establishing a precedent. In the event a

grievance is not timely answered at Levels I and II, such grievance may be appealed to the next higher level in the grievance procedure within the time limits set forth above, computed from the due dates of such answers. The time limits set forth in this Article may be extended by mutual agreement, in writing, by the UNION and the EMPLOYER. In computing time limits the first work day counted shall be the day following the incident, meeting or day an answer is to be received.

32.03 Any employee who has been terminated by the EMPLOYER shall have the right to either proceed with a case under the Dayton Civil Service rules applicable to the EMPLOYER, or, if a request is timely made by the UNION, to have his/her case heard before an arbitrator pursuant to Section 32.04, ARBITRATION, or by the employee to Dayton Civil Service Commission, if available. During this time period the employee shall be terminated for all purposes.

The EMPLOYER shall notify both Council 8 and Local 101 the same day that it files any disciplinary order with the Civil Service Commission. Such notification shall include such order.

In reviewing the EMPLOYER's decision to terminate any employee under this CONTRACT, the arbitrator shall first rule on whether the discharge of the employee was for just cause. If the arbitrator finds there was just cause for the discharge, the arbitrator shall not provide any remedy to the employee but shall deny the grievance.

32.04 **Mediation**

Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation by either party. If a grievance proceeds to mediation, the procedures set forth in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a Mediator from the Federal Mediation and Conciliation Services or the State Employment Relations Board. The Mediator may not serve as an arbitrator for the same issue for which he or she is the Mediator.

The grievant shall have the right to be present at the mediation conference. The Board of Education and the Union may each have no more than three (3) additional representatives as participants in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the Mediator unless mutually agreed to by the parties and the Mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.

If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the Collective Bargaining Agreement shall commence on the day of the mediation conference.

The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for

scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

32.05 **Arbitration**

- A. Arbitration must be requested in writing within five (5) workdays after the written answer was received by the UNION from the SUPERINTENDENT or his/her designee under Level III of the grievance procedure set forth above. Otherwise, the matter shall not be subject to arbitration.
- B. Within five (5) work days after receipt of the written request to arbitrate, the SUPERINTENDENT or his/her designee and not more than two (2) other representatives of the EMPLOYER and the Staff Representative or his/her designee and not more than two (2) other representatives of the UNION shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no settlement or agreement is reached at this meeting, a joint letter requesting the American Arbitration Association or the F.M.C.S. to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the UNION and EMPLOYER shall alternately cross off one (1) name until one (1) name remains, that person being selected as the arbitrator. Prior to the selection process, both parties agree to request a second panel if either party objects to the first panel of arbitrators. The parties may by agreement, pursue a different arbitration procedure.
- C. The EMPLOYER and the UNION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representative(s). Employees in attendance at arbitration proceedings shall receive no compensation for time lost from work to attend such hearings.
- D. Unless contrary to law and vacated or otherwise overruled by a court the decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION, and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from or modify this CONTRACT and shall only have the authority to interpret the provisions of this CONTRACT as the same relate to the specific grievance appealed to arbitration. Only grievances, as defined herein, but as limited herein, shall be subject to arbitration.

ARTICLE THIRTY-THREE -- SEVERANCE ALLOWANCE

33.01 Pursuant to Section 124.39 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee.

33.02 **Employees Eligible for Conversion**

"Employee" as used in this Article is defined as any employee who:

- A. Has been employed by the Dayton Board of Education continuously for a period of at least five (5) years prior to the date of retirement;
- B. Accrues sick leave pursuant to the provisions of the Revised Code of Ohio; and
- C. Is eligible to receive a retirement pension benefit as a result of employment by the Dayton Board of Education pursuant to the provisions of the Revised Code of Ohio; and
- D. Retirees from the employment of the Dayton Board of Education after the effective date of this CONTRACT.

33.03 **Conversion Factor**

All sick leave accumulated by an employee up to a maximum of one hundred eighty (180) days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

<u>Length of Service</u>	<u>Maximum Severance Pay Days</u>
Less than 5 years	0 days
5 years to 15 years	30 days
15 years to 25 years	35 days
Over 25 years	45 days

The maximum number of days paid as severance pay under this Article shall be forty-five (45) days.

33.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

33.05 The Treasurer is directed to advise all employees who have retired after the effective date of this CONTRACT and to establish procedures for the processing of applications.

ARTICLE THIRTY-FOUR -- NO STRIKE/NO LOCKOUT

34.01 It is agreed that during the life of this CONTRACT there shall be no lockout on the part of the EMPLOYER nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the UNION.

34.02 The UNION agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the life of this CONTRACT. On the contrary, the UNION will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this CONTRACT.

- 34.03 In the event the employees of the EMPLOYER in any employee unit represented by any labor organization, professional association, or union engage in any strike, work stoppage, or other interruption of work, it is expressly understood that the employees in the employee unit covered by this CONTRACT shall continue to work during any such activity as a condition of continued employment, without exception, upon request of the EMPLOYER.
- 34.04 Any strike, stoppage, slowdown, or other interruption of work during the life of this CONTRACT shall constitute cause for discharge or other disciplinary measures of the employee or employees who participate therein or are responsible therefore.

ARTICLE THIRTY-FIVE -- BULLETIN BOARD

- 35.01 The UNION shall be permitted use of two (2) designated bulletin boards in each building where notices to employees are posted for the posting of notices concerning official UNION business. If necessary, the Union will provide the bulletin boards.
- 35.02 All notices and the contents thereof shall be approved by the SUPERINTENDENT or his/her designee before posting.
- 35.03 The UNION shall be permitted use of the School System mail service for distribution of notices to be posted in the buildings. The EMPLOYER will deliver mail to the Union office currently located at 15 Gates Street, Dayton, Ohio 45402.
- 35.04 Information on postings and tests shall be available on the intranet and e-mail to AFSCME Local 101 and the Chapter Chairperson/Vice Chairperson of DPSU Operations bargaining unit.

ARTICLE THIRTY-SIX -- BREAK PERIOD

- 36.01 Employees working at least four (4) hours on any work day shall be entitled to a meal break not to exceed fifteen (15) minutes on such day, to be scheduled by their immediate supervisor.
- 36.02 Employees working six (6) hours per day shall be entitled to one (1) ten (10) minute break and one (1) meal period not to exceed fifteen (15) minutes, to be scheduled by their immediate supervisor.
- 36.03 Employees working eight (8) hours per day in the Nutrition Services, Custodial, or Grounds sections, will be entitled to two (2) ten (10) minute breaks, and one (1) meal period not to exceed fifteen (15) minutes to be scheduled by their immediate supervisor, one break shall be taken during the first half of the shift, and the other in the second half of the shift.
- 36.04 Employees working eight (8) hours per day in the Logistical Support Services section will be entitled to two (2) ten (10) minute breaks and one (1) thirty (30) minute unpaid meal period, to be scheduled by their immediate supervisor. One break shall be taken during the first half of the shift and the other in the second half of the shift.

- 36.05 Employees working four (4) or more hours overtime will be entitled to a ten (10) minute break during each four (4) overtime hours worked.

ARTICLE THIRTY-SEVEN -- LABOR MANAGEMENT COMMITTEE

- 37.01 In the interest of sound employee relations, a joint committee, half of whom shall represent the EMPLOYER and half of whom shall represent the UNION, one (1) of whom shall be the Staff Representative of the UNION and one (1) of whom shall be the Supervisor of Classified Personnel of the EMPLOYER, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this CONTRACT.
- 37.02 Such meetings shall not exceed one (1) each thirty (30) days and shall be held on a regular date to be established by the parties.
- 37.03 It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.
- 37.04 A UNION representative and an EMPLOYER representative shall alternately chair the meetings. Each party shall submit to the other, at least (1) day prior to the meeting, an agenda of items which such party desires to discuss in the meeting.

ARTICLE THIRTY-EIGHT-- SERS PICK-UP

- 38.01 Effective December 31, 1984, or thereafter when legally permissible, the EMPLOYER shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the EMPLOYER as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the EMPLOYER, and that the amount designated as "picked up" by the EMPLOYER shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up," nor is the EMPLOYER'S total contributions to the State Employment Retirement System increased thereby.
- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation thereafter.
 - B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
 - C. Payment for sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay

prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).

- D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he or she has in order to be in compliance with IRS law and regulations.
- F. The EMPLOYER is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The UNION, and its members, both severally and individually, agree to indemnify and hold the BOARD harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the BOARD in compliance with the provisions of this Article.

**ARTICLE THIRTY-NINE
FLEXIBLE BENEFIT PLAN (IRS CODE 125)
AND SUPPLEMENTAL HEALTH BENEFITS**

- 39.01 All members of the two (2) chapters of Dayton Public Service Union, Local 101 who are employed by the Dayton City Schools desire the Dayton City Schools Board of Education to implement an IRS approved Code 125 Flexible Benefit (Cafeteria) Plan for their use on a payroll deduction basis. It is desired that this Plan would include the benefits of pre-taxing employee costs for: all legally eligible insurance premiums under the provisions of Section 125 of the IRS Code; unreimbursed medical expenses under the provisions of Section 125 of the IRS Code; and dependent care costs (child or parent) under the provisions of Section 129 of the IRS Code.
- 39.02 It is desired that this Plan be implemented and maintained at no cost to either the School Board or the DPSU, Local 101 employees now or in the future. The parties have been provided information that both the set-up and on-going administration of the 125 Plan could and would be done at no cost. Therefore, the School Board will contract on behalf of all Dayton City Schools DPSU Local 101 employees to implement a 125 Plan as described above.
- 39.03 It is further requested, during the annual Open Enrollment period established for the 125 Plan, that adequate time be allowed for on-site explanation of the 125 Plan, and all available benefits, by the delegated 125 plan administrator American Family Life Assurance Company of Columbus Representative) on an individual employee basis. It is expected that this would also have to be accomplished on a non-interference with work basis.

ARTICLE FORTY -- SAFETY COMMITTEE

In the interest of promoting safe work practices and complying with State and Federal regulations on occupational health and safety, a joint safety committee shall be established, half of whom shall represent the EMPLOYER and half shall represent the UNIONS. There will be one employer and employee representative from the following sections: Operations; Food Service; Distribution; and Grounds/Preventative Maintenance.

The committee will meet once a month as determined by a majority vote of the committee. The mission of the Safety Committee is to promote a safe and secure environment.

ARTICLE FORTY-ONE -- LESS THAN 26 PAYS

Less than twelve month Nutrition Services employees working in year round schools will be extended the opportunity to work during intercessions and other days which are different from the established year round calendar under the following conditions:

1. The employee will make a written request 10 working days prior to the intercession during which she/he desires to work. Said request will be filed with the Nutrition Services department head.
2. The employee shall state in writing his/her preference for working in Nutrition Services at his/her regular rate of pay on an as-needed basis or working in Operations at the summer rate of pay on an as-needed basis.
3. Refusal or failure to work as needed during the intersession may forfeit the employee's right to additional work during this period. Vacation will not be granted to an employee who elects to work during this period.

ARTICLE FORTY-TWO -- COMMUNITY SCHOOLS (CONVERSION)

- A. In the event that the EMPLOYER converts any school in this school district to a community (charter) school, the EMPLOYER will not lay off employees as a result of such conversion.
- B. No employee shall be required to work at a converted community (charter) school if the employee would be employed by an entity other than EMPLOYER. If, however, an employee accepts employment at a converted community (charter) school located in this school district for any reason, the EMPLOYER will, in accordance with Chapter 3314 of the Ohio Revised Code.
 1. Continue to have provided health and retirement benefits for such individual at the same level as that individual would have received had that individual not been employed at the community (charter) school and that individual continued to have been employed by the EMPLOYER;
 2. Make certain that such individual receives all of the benefits provided by this and all subsequent applicable agreements;
 3. Make certain that such individual does not lose any accrued sick leave, vacation leave, personal leave, or retirement benefits that had been credited to the employee while in the employ of the EMPLOYER;

4. Include in any agreement, resolution or order effectuating a succession, assignment, or transfer, a provision that this agreement is binding on the successor, assignee, or transferee and that all terms and conditions of this and all subsequent Agreements shall continue in full force and effect and that the successor, assignee or transferee shall continue to recognize the UNION as the exclusive representative of the employee, as permitted by law;
 5. Allow the employee to return, with no loss of seniority or benefits, to the employee's former position in the school district if the employee leaves or is discharged from employment with the community (charter) school for any reason. All time spent in the employ of the community (charter) school shall be credited to the employee when calculating seniority and eligibility for compensation and benefits upon employee's return.
- C. In the event that the EMPLOYER converts any school in the school district to a community (charter) school, the EMPLOYER will require the governing authority of the converted community (charter) school to recognize the UNION as the exclusive representative of all individuals employed in classifications covered by this and all subsequent applicable Agreements and to grant such employees the terms and conditions contained in this and all subsequent applicable Agreements as required by law.
- D. Favored Nations Clause of Conversion Community Schools
- If any OAPSE, Building Trades or DPSU bargaining unit negotiate language other than that provided herein, this bargaining unit will be offered the same language.

**ARTICLE FORTY-THREE
CDL REQUIREMENT FOR GROUNDSKEEPERS (PREVENTIVE MAINTENANCE)**

All groundskeepers and preventive maintenance employees are required to have a Class A CDL.

Current employees within this bargaining unit possessing a Class A CDL will be given preference for promotion into this classification. Current employees within this bargaining unit who do not possess a CDL and seeking promotion into the groundskeeper classification must first obtain the Temporary CDL packet. If the promotion is granted, that employee must then obtain the Class A CDL within six months of being promoted. Upon giving his/her supervisor two weeks notice of the desire to take scheduled CDL training offered by transportation, the employee shall be permitted, one time, to participate in such training without loss of pay.

If the Class A CDL is not obtained, the employee will be returned to his/her previous classification.

ARTICLE FORTY-FOUR -- DURATION OF CONTRACT

44.01 This CONTRACT is entered into by the BOARD pursuant to all applicable statutes of the State of Ohio and consistent with Dayton Civil Service Rules applicable to bargaining unit employees and Board of Education Policies, Rules and Regulations. Should any applicable statute of the State of Ohio be passed or amended which makes any provision of this CONTRACT unlawful, or if any court of competent jurisdiction decides in any case that a provision of this CONTRACT is unlawful, that

section of the CONTRACT is abrogated and the remainder of this CONTRACT shall remain in full force and effect. Should any change be made in any Dayton Civil Service Rules and Regulations or Board of Education Policies, Rules and Regulations which would affect employees in the bargaining unit, the BOARD will apply the provisions of Sections 14.01 & 14.02 prior to any such change.

Any provision which is changed per the above paragraph shall not affect the remainder of this CONTRACT which shall stay in full force and effect.

44.02 A pre-negotiations meeting shall be held at a mutually agreed to time and place after notice of intention to terminate, modify or amend the contract has been served. At this meeting the parties will decide upon the process to be used for negotiations, i.e., interest based bargaining (IBB) or traditional negotiations, and the ground rules for conducting same.

The Board and the Union agree to utilize an alternative settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the Fact finding Process contained in O.R.C. Section 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B), (C). The parties, by mutual agreement, can select a mediator other than the one provided by the Federal Mediation and Conciliation Service.

44.03 This CONTRACT shall be effective from July 1, 2017 through June 30, 2020, and thereafter for successive periods of twelve (12) months unless either party to this CONTRACT, on or before ninety (90) days prior to the expiration date of June 30, 2020, notifies the other party, in writing, of its intention to terminate this CONTRACT. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto and such conferences shall be held a time agreeable to the parties.

ARTICLE FORTY-FIVE -- PEOPLE DEDUCTION

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

ARTICLE FORTY-SIX WORKPLACE INJURY

46.01 Salary Continuation

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the

injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC).

Salary Continuation is the continuation of full hourly wages and benefits at the onset of a work-related injury, and is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This section does not affect or replace the employees' need to file claims with the BWC for medical treatment.

46.02 **To be Eligible for Salary Continuation:**

- A. The employee must file a workers compensation claim.
- B. The employee must be employed by and/or be on contract with the District and be receiving wages from the District to remain eligible for Salary Continuation, the employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and Intercession breaks, shall receive Salary Continuation during the time that they are not ordinarily required to work.
- C. The employee must sign a Salary Continuation reimbursement agreement.
- D. The employee must cooperate at all times in meeting with and in responding to information requests of the Managed Care Organization (MCO), BWC, the Risk Manager, and health providers.

46.03 **Administration of Salary Continuation:**

The Human Resources Department (HR) will oversee and implement Salary Continuation, and shall ensure the following:

- A. The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. If a workers date of injury makes him/her ineligible for Salary Continuation, then in that case, the employee may use accumulated sick leave, as provided in other provisions. If the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will recredit sick leave in the amount of the BWC check.
- B. Continuation of Pay payments are computed on the basis of the employees' base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.
- C. To allow for tracking of wages paid as a COP, the Continuation of Pay must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.
- D. The injured employee will receive a full check at the next scheduled time after the illness or injury occurs. The payment of Salary Continuation shall not be contingent upon or wait for a BWC determination to be made. Failure to issue a full check shall

cause the Board to forfeit Salary Continuation rights on the claim and temporary total compensation from the BWC will begin.

- E. Within seven (7) days of filing of a claim, HR shall advise the BWC and the employee whether the Board will pay Salary Continuation. HR will further submit to the BWC the relevant salary history and the amount of the employee's Salary Continuation payment.
- F. HR shall notify the BWC when the payment of Salary Continuation is discontinued and/or when the injured employee returns to work.
- G. Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or, when twelve (12) calendar weeks of Salary Continuation have been paid, whichever occurs first. If the employee has not returned to work within the twelve (12) calendar week period and has not reached maximum medical improvement, he/she may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy back any sick leave used.
- H. Time authorized under Salary Continuation is an FMLA qualifying event.

46.04 Employee Rights

- 46.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 46.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 46.05.3 An injured employee receiving Salary Continuation cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.
- 46.04.4 A return to work does not eliminate eligibility for the balance of Salary Continuation in the future if a medically documented flare up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.
- 46.04.5 Salary Continuation may be paid for medical appointments documented under an approved transitional duty program and approved by the Risk Manager. (See Transitional Duty). This policy supersedes any prior practice of sick leave buyback, except as noted below, and Salary Continuation shall not be charged to sick leave.

46.05 Assault Leave

Since BWC compensable assaults are work related, salary continuation shall be provided as noted above as and for the assault leave. An assault is defined as a criminally punishable act by a

pupil against an employee of the District causing a BWC compensable injury. This section describes additional requirements for the granting of salary continuation in assault situations.

In the case of such assaults, the employee must do all of the following to remain eligible for COP:

a. Furnish to the Risk Manager a signed statement describing in detail all of the facts and circumstances surrounding the assault, including, but not limited to, the location, the time, the Identity of the assailant(s), if known, and the identity of all witnesses. The employee must also submit written verification signed by the attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and probable duration as well as a statement of the employee's ability to participate in transitional or alternate duties designed to return the employee back to work.

b. Cooperate fully with the Risk Manager and other public authorities in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will provide an attorney to represent the employee in such matters.

c. File a workers' compensation claim to be eligible for salary continuation which, if granted, will replace BWC payments that would otherwise be made during the period of salary continuation. There is no loss of seniority while on salary continuation and all insurances shall remain in effect in the case of dispute as whether the employee initiated the assault the determination by the BWC, the Industrial Commission, or a court of competent jurisdiction shall be controlling. If it is determined that salary continuation should not have been paid, the employee will be liable for a return of those funds, by payroll deduction or otherwise, at the discretion of the employer. salary continuation for assaults shall not be charged to sick leave.

46.06 Merger

Any related leave policies such as injury leave and worker's compensation, and assault leave are hereby merged into this provision.

ARTICLE FORTY-SEVEN TRANSITIONAL DUTY

47.01 Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

47.02 Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

47.03 Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' compensation.

47.04 To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.

47.05 Transitional Duty is implemented upon the availability of Transitional Duty by the employer and/or the availability of prearranged third parties, such as local charitable and civic organizations. The Risk Manager shall be the approval authority for all Transitional Duty. Full regular wages are paid during Transitional Duty.

47.06 The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

47.07 Overtime is not permitted unless approved by the attending physician and will not have a negative impact upon or delay recovery.

47.08 Transitional Duty can be less than full time with salary continuation paid, if eligible for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations.

For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Continuation of Pay upon submission of supporting medical documentation of the time spent in therapy.

47.09 Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, salary continuation is payable in medical-only claim.

For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered salary continuation. If, however the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related Injury, salary continuation is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical documentation should include the date, time in and time out, and the medical provider's signature.

47.10 salary continuation is not payable for medical appointments once the employee is released to full duty, has exhausted all available salary continuation, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

47.11 An employee on Transitional Duty who has exhausted all available salary continuation, may elect to use available paid leave or leave without pay.

47.12 An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

47.13 The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any

part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

47.14 If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee cannot elect Continuation of Pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.

47.15 An employee may elect to use sick leave, vacation leave, or personal leave time if the employee refuses Transitional Duty but no buy-back of the leave taken shall occur. All leave taken for a work-related injury should be reviewed for FMLA qualification.

47.16 A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured workers signature and date received on the employees copy. Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

47.17 To remain eligible for this program, the Employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

ADDENDUM NO. 1

JOB CLASSIFICATIONS, STEPS & RATES OF PAY

Head Custodian A		Head Custodian B		Head Custodian C		Head Custodian D	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	12.32	1	12.47	1	12.70	1	12.89
2	13.13	2	13.28	2	13.52	2	13.72
3	13.92	3	14.09	3	14.34	3	14.55
4	14.72	4	14.91	4	15.16	4	15.38
5	15.52	5	15.72	5	15.99	5	16.21
6	16.32	6	16.52	6	16.81	6	17.05
7	17.12	7	17.33	7	17.64	7	17.88
8	18.64	8	18.87	8	19.16	8	19.51
Head Custodian E		Night Head Cust. A		Night Head Cust. B		Night Head Cust. C	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	13.50	1	11.85	1	12.01	1	12.23
2	14.36	2	12.62	2	12.78	2	13.01
3	15.23	3	13.39	3	13.56	3	13.80
4	16.10	4	14.16	4	14.34	4	14.59
5	16.97	5	14.92	5	15.12	5	15.38
6	17.83	6	15.67	6	15.90	6	16.17
7	18.70	7	16.45	7	16.68	7	16.97
8	20.36	8	17.88	8	18.17	8	18.45
Night Head Cust. D		Night Head Cust. E		Asst. Cust. Day		Asst. Cust. 2nd	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	12.41	1	13.02	1	11.55	1	11.77
2	13.22	2	13.85	2	12.30	2	12.53
3	14.03	3	14.69	3	13.06	3	13.28
4	14.84	4	15.53	4	13.80	4	14.04
5	15.64	5	16.36	5	14.56	5	14.79
6	16.46	6	17.19	6	15.32	6	15.55
7	17.26	7	18.03	7	16.08	7	16.30
8	18.78	8	19.61	8	17.49	8	17.71
Stadium Care		Grounds Keeper		Preventative Maint.		Grounds Foreman	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	13.61	1	12.45	1	12.45	1	21.14
2	14.49	2	13.32	2	13.32	2	21.77
3	15.35	3	14.21	3	14.21	3	22.40
4	16.21	4	15.08	4	15.08		
5	17.08	5	15.96	5	15.96		
6	17.94	6	16.83	6	16.83		
7	18.81	7	17.71	7	17.71		
8	20.47	8	19.35	8	19.35		

Truck Driver		Lead Truck Driver		Stock Clerk		Chief Stock Clerk	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	17.98	1	19.28	1	11.93	1	13.14
2	18.25	2	19.57	2	12.70	2	13.99
3	19.35	3	20.71	3	13.47	3	14.83
				4	14.24	4	15.68
				5	15.01	5	16.54
				6	15.78	6	17.39
				7	16.56	7	18.25
				8	18.02	8	19.87

Asst. Chief Stock Cl.		Prev. Maint. 2nd		Food Service Prep		Elem. FS Manager	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	12.42	1	12.66	1	11.55	1	14.48
2	13.30	2	13.54	2	12.05	2	14.88
3	14.20	3	14.42	3	12.55	3	15.28
4	15.08	4	15.29	4	13.05	4	15.68
5	15.97	5	16.17	5	13.55	5	16.08
6	16.85	6	17.04	6	14.05	6	16.48
7	17.74	7	17.92	7	14.55	7	16.88
8	19.35	8	19.57	8	15.08	8	17.40

FS Manager/Porta		FS Manager		Cent Kitch FS Man.		FS Tech	
Step	2017-2018	Step	2017-2018	Step	2017-2018	Step	2017-2018
1	14.36	1	15.48	1	15.64	1	15.46
2	14.75	2	15.93	2	16.12	2	16.81
3	15.14	3	16.38	3	16.60	3	18.16
4	15.53	4	16.83	4	17.08	4	19.51
5	15.92	5	17.28	5	17.56	5	20.86
6	16.31	6	17.73	6	18.04	6	22.21
7	16.70	7	18.18	7	18.52	7	23.56
8	17.16	8	18.79	8	19.00	8	24.98

A1.01 Progression

An employee shall move in step on his/her anniversary date.

- A. Step 1 shall be paid during the first year of service in the job classification.
- B. Step 2 shall be paid during the second year of service in the job classification.
- C. Step 3 and the steps thereafter shall be paid upon completion of respective twelve (12) month periods of service in the job classification.
- D. Progression shall be automatic. Upon completion of the required service in the job classification, the step increases shall be effective commencing with the first day of the payroll following the date of completion of the period of service required.

A1.02 Employees who are promoted or transferred to a position or job classification at a higher paying rate, whose wage rate at the lower paying position or job classification is higher than the Step 1 rate in the higher paying position or job classification, will be placed in the higher paying position or job classification at the step rate which will result in an increase in pay of at least three percent (3%).

A1.03 Employees who are promoted or transferred to a position or job classification at a higher paying rate, whose wage rate at the lower paying position or job classification is not higher than the Step 1 rate in the higher paying position or job classification, will be placed in the higher paying position or job classification at the Step 1 rate

A1.04 Upon one regular work days absence, an employee who is required to perform the duties of a higher paying classification will be paid for those hours worked at the rate of 4% more than employee's current rate. However, no credit for time spent under this clause shall apply to a permanent upgrading.

A1.05 **Electronic Transfer**

The Board shall make electronic transfers for an employee who so notifies the Treasurer's office in writing. There shall be a sign-up period during the month of September each school year. Electronic transfers may be canceled by the employee at any time. An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) selected by the employee and within the distributing financial institution's network, no later than the Monday following the pay date. If the pay date is other than a regular pay date, the electronic transfer to the distributing financial institution will be made no later than the date that paychecks are distributed.

New employees will be encouraged to sign up for direct deposit.

A1.06 **Longevity Bonus**

Effective 2005, twenty (20) years of continuous service, an employee will receive a longevity bonus of seven hundred dollars (\$700.00) per year, payable in one lump sum by the second pay period following the employee's anniversary date.

ADDENDUM NO. 2
INSURANCE PROGRAM

A2.01. The following Medical Insurance Program shall be available in accordance with the provisions of this Addendum for all full-time employees covered by this AGREEMENT who complete the required applications for such insurance and transmit such applications to the Treasurer of the EMPLOYER. Insurance coverage is not automatic. All required insurance forms or applications must be properly completed and turned in to the Treasurer in order to effect coverage. Appropriate information and application forms will be provided to all new employees at the time of employment.

Effective as soon as practical, all medical insurance provided pursuant to this AGREEMENT shall be in accordance with the specifications set forth below. Prior to implementation, any amendments to the insurance plan shall be mutually agreed to by the Union and the employer. If an agreement is not reached by the parties, the dispute resolution settlement procedure set forth in O.R.C. Section 4117.14 may be invoked.

- A2.02 The following Life Insurance Program shall be provided without cost to the employees covered by this CONTRACT who make application for such insurance.
- A. Life Insurance of \$50,000 for all regular full-time employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
 - B. Life Insurance of \$20,000 for all regular part-time employees who work less than thirty (30) hours per week and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
 - C. Accidental Death and Dismemberment Insurance of \$40,000 for all regular full-time employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
 - D. Accidental Death and Dismemberment Insurance of \$20,000 for all regular part-time employees who work less than thirty (30) hours per week and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.

All life insurance provided pursuant to this CONTRACT shall be in accordance with the "Specifications-Life Insurance" issued by the EMPLOYER in September, 1970, differing from such specifications only in terms of the face value of the policy, and shall be subject to the conditions set forth in the insurance contract secured by the EMPLOYER pursuant to such specifications.

A2.03 The foregoing Medical and Life Insurance Programs shall be available to employees hired after the effective date of this CONTRACT, who make application for such insurance and who are regular full-time employees of the EMPLOYER who work at least thirty (30) hours per week, who work at least thirty-six (36) weeks per year, or who have an annual contract with the EMPLOYER and for whom coverage is in effect prior the effective date of this CONTRACT.

A2.04 The Medical and Life Insurance Programs shall be available to all employees hired after the effective date of this CONTRACT, who make application for such insurance and who are regular full-time employees of the EMPLOYER who work at least thirty (30) hours per week, who work at least thirty six (36) weeks per year, or who have an annual contract with the EMPLOYER, and who complete the required insurance forms.

Appropriate information and application forms will be provided to all new Operations employees at the time of employment. If the date of employment is later than the open enrollment period, required insurance forms shall be filed with the office of the Treasurer within five (5) works days of receipt. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

The Board, through the Medical Insurance Program or any third party administrator, expressly retains the right to require employees to furnish additional information and/or complete additional forms during his or her employment to verify application information and/or confirm eligibility.

A2.05 Member will pay fifteen (15%) of the premium or premium equivalent rate (“premium”); and the BOARD will pay eighty-five (85%) of the premium.

The health insurance plan will be administered as a high deductible health plan (HDHP) with a health savings account (HSA).

The deductible stated below will remain for the duration of this agreement.

The Board’s contribution shall be \$750/\$1,500 annually for the duration of this agreement and will be contributed as part of the first payroll of the calendar year.

New hires will receive a pro-rated HSA contribution based on their hire date.

High Deductible Health Plan with Health Savings Account		
	In-Network	Out of Network
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	100%	70%
OOPM	\$3,500/\$6,850	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
ER	\$150 Copay Per Visit	\$150 Copay Per Visit
Hospital -Inpatient/Outpatient	Subject to Deductible	Subject to Deductible
Professional Services	Subject to Deductible	Subject to Deductible
Physician Office	\$20 PCP/\$40 Specialist	Subject to Deductible
Urgent Care	\$50 Copay Per Visit	Subject to Deductible

all other medical benefits subject to deductible and coinsurance Copays listed above do not count towards the deductible, but they do apply to the OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each employee and withhold sufficient sums from the compensation payable to such employee during the periods such employee receives payroll checks to cover that portion of the premium due from the employee during months when the employee is not receiving payroll checks (e.g., during the summer months when school is not in session). The Treasurer will notify the Union of the annual premium cost to be paid by the employee as soon as practical.

Effective Jan. 1, 2019 to the end of this Contract, a **Wellness Initiative** will be instituted that provides:

PCP Incentive

Each employee who certifies that he/she has selected a primary care physician (PCP) and has an annual physical examination conducted shall receive a payment of \$75 (via gift card) per year of certification during the last payroll period of the school year. There is no requirement that and, moreover, the employee should not inform the employer of the name of the PCP selected or of any results of the annual physical examination.

A2.06 The forgoing Medical and Life Insurance Programs shall remain in effect for all full-time employees entitled to coverage in accordance with the provisions of Sections A2.03, A2.04 and A2.05 during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days (except personal illness leave of absence), leave of absence for personal illness of less than ninety (90) days, leave of absence under the Family Medical Leave Act, or for employees working only during the regular school year and not working during the summer break period until such employees either resign their employment status or fail to return to non-compensated approved leave of absence or approved medical leave of absence who desire to continue insurance coverage past the period for which the EMPLOYER has agreed to continue such coverage on the basis set forth in Section A2.05 may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the EMPLOYER until the employee returns to active working status.

A2.07 The foregoing Medical Insurance Program shall be provided on a participating basis only for all regular part-time employees on the active working payroll on the effective date of this AGREEMENT, who complete the required applications for such insurance and submit such applications to the Treasurer of the EMPLOYER

working less than thirty (30) hours per week, provided such employees work at least thirty-six (36) weeks per year or have an annual contract with the EMPLOYER, in accordance with the following schedule:

Number of hours regularly Scheduled to work during work week	Portion of total premium cost for insurance to be paid by the EMPLOYER	Portion of premium cost for insurance paid by EMPLOYEE
At least 10, but less than 15	1/3	2/3
At least 15, but less than 20	1/2	1/2
At least 20, but less than 25	2/3	1/3
At least 25, but less than 30	5/6	1/6

All part-time employees hired after January 1, 2004 will pay the greater of 20% or the percentage set forth in addendum A2.07 of the current contract.

Insurance coverage is not automatic. All required insurance forms or applications must be properly completed and returned to the Treasurer in order to effect coverage.

A2.08 The Medical Insurance provided under section A2.01 of this Addendum shall be provided on a participating basis only for all regular part-time employees hired after the effective date of this AGREEMENT, who make application for such insurance, and who are regular part-time employees of the EMPLOYER working less than thirty (30) hours per week, provided such employees work at least thirty-six (36) weeks per year or have an annual contract with the EMPLOYER in accordance with the schedule set forth in Section A2.07. Such insurance shall be effective on the first day of the month following the date that they complete thirty (30) days of continuous employment.

A2.09 Unless a properly completed application for Hospitalization - Surgical - Major Medical Insurance if filed with the Treasurer's office within thirty (30) days of the date an employee commences employment, coverage will not be available until the next open enrollment period.

A2.10 The foregoing insurance programs shall be continued for all employees on the same basis as such insurance is provided during the school year during the months of June, July, and August.

A2.11 For purposes of this Addendum only, a "regular part-time employee" is an employee employed on a continuous basis by the EMPLOYER, who performs services for which compensation is paid during each week after employment commences or after such employee is placed under contract with the EMPLOYER on a regular basis with

the number of hours of service to be performed scheduled on a regular and recurring basis. It is understood that any individual employed by the EMPLOYER excluded from the definition of an employee pursuant to section 2.01 of this AGREEMENT, and any individual employed by the EMPLOYER on an "on call" basis is not considered a regular part-time employee.

- A2.12 The EMPLOYER will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Flexible Spending Account, upon written request effective September, 1988, in lieu of all medical insurance coverage's provided in this Addendum, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Flexible Spending Account under the preceding paragraph, the EMPLOYER will make quarterly contributions in the amount of one hundred dollars (\$150) four hundred dollars (\$600 per year).

- A2.13 The BOARD will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Cash Bonus Account, upon written request effective September, 1988, in lieu of all medical insurance coverage's provided in this Addendum, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Cash Bonus Account under the preceding paragraph, the EMPLOYER will make quarterly contributions to such Account in the amount of one hundred dollars (\$150) four hundred (\$600) per year.

- A2.14 **Conversion Privilege**

If an employee's life and accidental death insurance coverage is terminated, such employee will be entitled to convert to an individual life and accidental death insurance policy, without a medical examination, provided application is made within thirty-one (31) days of such termination of coverage.

- A2.15 **SERS Pickup**

The EMPLOYER shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the EMPLOYER as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 82-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of

the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the EMPLOYER, and that the amount designated as "picked up" by the EMPLOYER shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up", nor is the EMPLOYER's total contributions to the State employees Retirement System increased thereby.

- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under State or Federal law. Should the reduction calculation result in an earning that is less than any minimum required under State or Federal law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State or Federal law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he or she has in order to be in compliance with IRS law and regulations.
- F. The EMPLOYER is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The ASSOCIATION, and its members, both severally and individually, agree to indemnify and hold the BOARD harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the BOARD in compliance with the provisions of this Article.

A2.16 **AFSCME CARE PLAN**

Commencing June 2, 2015 through June 30, 2017, the employer will pay into the AFSCME CARE PLAN on behalf of all full-time employees:

- A. \$34.00 per month for dental insurance
- B. \$6.75 per month for vision care insurance.
- C. \$1.40 per month for EAP Level III; and

D. \$.50 per month for hearing aid coverage.

The payment will be due by the 20th of each month.

ADDENDUM 3
WELCOME STADIUM

- 1) The parties recognize that the work performed at Welcome Stadium is of a different nature than that performed in other locations covered under this agreement and therefore establish the following provisions to apply only to Welcome Stadium:
- 2) The work schedule/hours of work of the stadium caretaker may only be changed 2x per calendar year without the consent of the Union. Notice of a change must be given 2 weeks prior to the effective date of the change.
- 3) The Stadium caretaker shall still be entitled to 5 consecutive days of work with two consecutive day off every week. Weekend and shift differentials shall continue to apply. The caretaker shall continue to be entitled to all holidays allocated to other bargaining unit members. In the event that an observed holiday falls on the employees scheduled day off, he/she shall be given a day off either prior to or the day after the holiday.
- 4) All other provisions of the CBA shall apply unless an exception is specifically noted herein.
- 5) Stadium clean-up work after events shall be offered to employees in this bargaining unit who are regularly scheduled to work less than forty (40) hours in their regular positions.

Thirty days prior to the Spring/Fall stadium seasons, the Board shall post a notice in all buildings where employees identified as working less than 40 hours are employed, identifying the criteria, potential work hours, and method for applying for additional work.

Such employees shall be selected and paid their regular hourly wage for such work. If more employees sign-up than are needed, such selection will be made on the basis of seniority. Management may determine the number of employees needed and the frequency of such work based on operational needs.

If an insufficient number of employees volunteer for this assignment, the Board shall offer such work to other Board employees regularly working less than 40 hours prior to seeking outside assistance.

Dayton Board of Education
Building Inventory - A-E

5/28/15

	Square Footage	Notes
A - Less than 51,000 s.f.		
Central Kitchen	33,165	Closed; no DPS custodial staff
Gardendale Academy	50,848	Closed; no DPS custodial staff
Gorman @ Jackson Center	47,609	Closed; no DPS custodial staff
Transportation Building	23,400	
B - 51,000 - 89,999 s.f.		
Belle Haven	71,979	
Cleveland	73,360	
Dayton Boy's Prep Academy	73,153	
Earley Academy	64,697	
Eastmont	73,153	
Edison	75,264	
EJ Brown	73,460	
Fairview	74,613	
Horace Mann	73,461	
Kemp	67,994	
Kiser	77,400	
Louise Troy	72,295	
Ludlow II	70,500	Leased; no DPS custodial staff
Meadowdale PK-8	81,286	
Residence Park	71,981	
River's Edge Montessori	84,181	
Rosa Parks	72,295	
Ruskin	73,461	
Service Building	71,629	
US Grant	70,218	Closed; no DPS custodial staff
Valerie	54,500	
Westwood	73,475	
Wogaman	71,896	
Wright Brothers	82,598	
C - 90,000 - 125,999 s.f.		
Dunbar	117,763	
Longfellow Center	98,934	
Meadowdale High	118,279	
D - 126,000 - 175,000 s.f.		
Belmont	148,625	
Ludlow I	150,000	
Thurgood Marshall High School	129,517	
E - More than 175,000 s.f.		
Ponitz Career Technology Center	198,933	
Stivers School for Arts	209,960	

SETTLEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING

The Dayton City School District Board of Education (hereafter "BOARD") and DPSU – Operations, Local # 101, Ohio Council #8, AFSMCE (hereafter "UNION") recognize that Ohio law has changed the way the minimum school year is calculated, moving from a minimum number of days in the school year to a minimum number of hours that students are required to be in attendance. "Calamity days" are no longer provided for in that calculation. However, it is further recognized that Section 3319.081 of the Ohio Revised Code still provides for compensation for nonteaching employees when school buildings are closed due to a public calamity. Over the years, the BOARD and UNION have negotiated contractual language related to these provisions of the law.

The BOARD and UNION hereby agree that this Memorandum of Understanding will replace, substitute, and supersede Article 7.05(B) of the Master Agreement addressing calamity days and compensation (except that all language in Article 7.05(B) referring to employees entitled to "double time" for working during a declared calamity shall remain in full force and effect in its current form); therefore:

1. Each year, the Board shall adopt the school calendar in compliance with the Ohio Revised Code, and that calendar shall include not less than the minimum number of student hours prescribed by statute.
2. Each school year, the Administration shall also issue Closure Guidelines, specifically addressing whether employees shall report to work during school delays and closures. Those guidelines shall be considered part of the management right to assign employees. Closure day guidelines shall be issued prior December 1 of the school year. If, however, circumstances have resulted in closure day guidelines not being issued prior to December 1, the guidelines from the prior school year shall be considered in effect.
3. In accordance with the provisions of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to disease epidemic, hazardous weather conditions, law enforcement emergency, inoperability of school busses or other equipment necessary to the school's operation, damage to a school building, temporary circumstances due to utility failure rendering the school building unfit for school use, or other public

calamity. The BOARD reserves the right to require those UNION members who work less than twelve (12) months per contract year, and who did not report to work on one or more days in which schools were closed by order of the Superintendent, to report to work on any days designated to make up days lost due to the reasons set forth above. UNION members shall not be paid additionally to work these make-up days if the member did not work on the day in which their school was closed.

4. In settlement UNION's grievance regarding calamity days for the 2017-2018 school year, the BOARD agrees to pay all bargaining unit members that were LWOPed for lost time because the building in which they are employed was closed due to a public calamity. Additionally, for those bargaining unit members who utilized personal or vacation leave in order to ensure their pay was not interrupted on said calamity days will be re-credited the leave time that was spent. Any such days would have been used for school closures occurring on March 8, 2018 and March 21, 2018. This settlement will only apply to active employees as of the date this Agreement is approved by the Board.
5. This Agreement shall not be construed as an acknowledgement by the Board of any contract violation or an admission of wrongdoing by any party.
6. It is understood and agreed that this Agreement does not set a precedent and will not bind either party with respect to any other future position, action or inaction. This Agreement shall not be used in evidence, referred to, or otherwise introduced in any subsequent litigation or administrative hearing except for the purpose of enforcing the terms and conditions of this Agreement.
7. This Agreement constitutes the entire agreement between the parties concerning the above-referenced issues related to calamity days and associated payments. There are no written or verbal agreements, understandings, arrangements, or terms between the parties concerning the above-referenced grievance other than those set forth herein.

SO AGREED:

AR 2/11/19
Union Representative Date

Will C. (H) 2/5/19
Board Representative Date

Tom Court Chapter Chair 2/11/19
Union Representative Date

Union Representative Date