

**A G R E E M E N T**

**Between**

**THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE CITY OF DAYTON, OHIO**

**and**

**THE DAYTON BOARD OF EDUCATION  
SECURITY RESOURCE OFFICERS CHAPTER,  
DAYTON PUBLIC SERVICE UNION,  
LOCAL #101, OHIO COUNCIL #8,  
AFSCME, AFL-CIO**

**EFFECTIVE**

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**through**

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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 (BOARD), the Superintendent of Schools (SUPERINTENDENT), and Administrative Staff (ADMINISTRATION) of The School District of the City of Dayton, Ohio, hereinafter collectively referred to as "EMPLOYER", and the DAYTON BOARD OF EDUCATION SECURITY RESOURCE OFFICERS CHAPTER, DAYTON PUBLIC SERVICE UNION, LOCAL #101, OHIO COUNCIL #8, AFSCME, AFL-CIO hereinafter referred to as "UNION". 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 on any issues unless otherwise mutually agreed upon by the respective parties.

### 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 **Management Rights**
- 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 unto 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.

1.05 Employer Neutrality

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 currently employed SROs.

## ARTICLE TWO - RECOGNITION

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

All full-time and regular part-time employees in the classification of Security Resource Officers of the Dayton Board of Education

2.02 The term "employee" as used in this CONTRACT shall refer only those persons included in the bargaining unit. All other employees of the EMPLOYER shall be deemed excluded from the bargaining unit. For purposes of this CONTRACT, a "full-time employee" shall be deemed any employee working a normal schedule of hours for regular full-time employees as described in Article Six, Section 6.02. A "regular part-time employee" shall be defined as an employee working less than full time, but working on a regular basis with regularly scheduled hours each work week. Other individual employees on an intermittent basis or irregular basis shall not be deemed "regular part-time employees."

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 Secretary-Treasurer 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
  - 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.

**2.07** The Employer agrees to deduct payments voluntarily authorized by individual employees to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E) Fund. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the

employer and the Union. 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 THREE - COVERAGE**

- 3.01 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 FOUR - UNION REPRESENTATION**

- 4.01 The UNION may select three (3) stewards from among the employees in the unit, one of whom shall be the Chairperson. The stewards' names and areas of responsibility shall be furnished to the EMPLOYER by the UNION. UNION business may not be conducted by UNION stewards during the working time of the steward, nor shall it, in fact, interfere with the work assignment of any other employee of the EMPLOYER. In the absence of the steward with the exception of an emergency situation in which the provisions of 4.02 allow for stewards to request such permission to consult with individuals in the bargaining unit, the Chairperson may act in his/her place.
- 4.02 The Staff Representative or Union Stewards 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 or Union Stewards must secure the permission of the individual designated by the SUPERINTENDENT. 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 SUPERINTENDENT'S designee, in fact, interfere with the work of any

employee. In the event the SUPERINTENDENT'S designee cannot be contacted to secure the permission required under this section, such permission may be granted by another individual designated by the SUPERINTENDENT.

- 4.03 The EMPLOYER agrees to advise the Chapter Chair of all new appointments, terminations, resignations, retirements, and permanent transfers of employees in positions within the bargaining unit, along with their addresses. Such notification shall be sent in writing within ten (10) days after the BOARD meeting during which employment action was taken.
- 4.04 It is understood that the privileges set forth in this Article do not authorize the employees to be absent from their jobs without authorization granted pursuant to the terms of this CONTRACT.
- 4.05 The Union shall be permitted to speak with new employees for a period of 15 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 Director's approval during the work day without loss of pay.

## **ARTICLE FIVE - WAGES AND INSURANCE**

- 5.01 Wage rates for all employees in the bargaining unit shall be as set forth in Addendum No. 1 attached hereto and made a part hereof.
- 5.02 For the 2017-2018 school year, employees will be placed on the pay scale set forth in Addendum No. 1, and thereafter entitled to a 2.0% increase for the 2018-2019 school year and a 2% increase for the 2019-2020 school year.  

An additional step (Step 9) will be added to the pay scale. For those employees already at Step 8 for at least one year, he or she shall move to Step 9 on October 1, 2017.
- 5.03 The insurance program for all employees in the bargaining unit shall be as set forth in Addendum No. 2 attached hereto and made a part hereof.

## **ARTICLE SIX - HOURS OF WORK AND OVERTIME**

- 6.01 The normal hours shall be set between 5:00 a.m. and 5:00 p.m.
- 6.02 **Schedule of Hours**
  - A. The normal schedule of hours for regular full-time employees shall consist of eight (8) consecutive hours of work, five (5) consecutive days per week during the regular school year, which shall be paid as follows: The initial forty (40) hours is paid at the employee's straight time hourly rate. Any time

worked after the initial forty (40) hours will be paid at time and a half. 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 not 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 lunches on the premises.

- 6.03 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) snow storm, (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.

6.04 **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.



- 6.05 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.
- 6.06 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 time and one half, 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. All such services must be pre-approved by Director of Safety and Security or his/her designee.
- 6.07 Opportunities for work by security personnel performed in any school building outside the normal work day (extra work opportunities) as set forth in Section 6.02 shall be assigned as follows:
- A. If only one (1) Security Resource Officer is needed, it will be offered to one of the Security Resource Officers assigned to the building on a rotational basis if more than one (1) officer is assigned to the building.
  - B. If only one (1) Security Resource Officer is needed, at least one (1) of the Security Resource Officers assigned to the building will be used. The Principal of the school building shall have the right to use anyone else he/she may desire -- other Security Resource Officers in the school building, or contracted services, as he/she shall determine -- to fill the need for Security Resource Officers in excess of one (1) for the extra duty assignment. The principal will make an earnest effort to use Security Resource Officers before using contracted services.
  - C. If the Security Resource Officers assigned to a specific school building decline the offer to work any particular extra duty assignment, the Director of Safety & Security shall have the right to use anyone else he/she may desire -- other Security Resource Officers in the System, other individuals or contracted services, as he/she shall determine -- to fill the need for Security Resource Officers for the extra duty assignment.
  - D. The Director of Safety & Security shall keep a record of extra duty work opportunities offered and worked or offered and refused by Security Resource Officers normally assigned to the school building. Work opportunities for Security Resource Officers assigned to a school building will be equitably divided/rotated among all Security Resource Officers normally assigned to the school building over the school year.
  - E. For purposes of distribution of extra duty work assignments:
    - (1) The Administration Building and the Service Building shall be considered as a single school building for purposes of inside assignments.
  - F. Instruction and any special responsibilities for performance of duty during extra duty assignments will be given by the following persons:
    - (1) School Building: Principal of building to which the employee is assigned, or person designated by such Principal.

- (2) Administration or Service building: SUPERINTENDENT'S designee.
  - (3) It will be the responsibility of the employee to report to the appropriate person upon arrival at the work location for instructions and special responsibility directions.
- G. Instructions given by persons designated in F. above may be superseded by directions from the SUPERINTENDENT or his/her designee. The provisions of this section shall not be applicable to any work performed or controlled by the employer at the U.D. Arena-Welcome Stadium complex, including parking lots and adjacent roadways. However, nothing in this agreement shall prevent the employer from using SRO's at those locations on a rotating basis.

**6.08 Summer Assignments**

- A. In the event the EMPLOYER desires the services of employees during the summer, appointments will be made on the basis classification seniority, provided the employee has the present ability and physical fitness to perform the work.
- B. If an employee with greater classification seniority is passed over and the work given to a less senior employee, the Safety and Security director shall, upon written request, shall provide the passed-over employee and the Union with a written explanation stating the reasons for the decision.
- C. Employees who desire to work during the summer period when school is not in regular session should advise the SUPERINTENDENT's designee of such desire, in writing, prior to May 1st. The EMPLOYER will advise the UNION of the individuals who will be offered summer assignments and the location of such assignments as soon as such assignments are made.
- D. Employees performing temporary summer assignments shall not accrue sick leave, nor be eligible for sick leave usage while performing temporary summer assignments.

**ARTICLE SEVEN - DISCRIMINATION AND COERCION**

- 7.01 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, sex, religion, handicap or national origin as defined by laws, or membership in or non-membership in the UNION.

**ARTICLE EIGHT - WORKING CONDITIONS**

- 8.01 All 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. It

is recognized that the EMPLOYER shall also have the right to issue verbal rules as conditions and situations dictate. Work rules, verbal or in writing, may include rules regarding supervision, workload, work scheduling, and the like.

- 8.02 The employees shall be responsible to and receive assignments from their immediate supervisors or the Building Principal of the building to which they are assigned.
- 8.03 All employees, as a condition of continued employment, must obtain an annual Certificate of License issued by the Dayton Police Department in accordance with Dayton City Ordinance 112.131. The EMPLOYER will contract to provide the standard training for the recertification of employees on the active payroll. This excludes the rental of firearms.
- 8.04 All employees required to use their personal vehicles on business of the EMPLOYER shall receive the mileage rate established by the EMPLOYER, in accordance with the policies and limitations of the BOARD
- 8.05 Each employee shall be required, as a condition of continued employment, to satisfactorily pass a complete medical examination to be given in August of each year for continuing employees by the school physician or a physician designated by him/her. Such examination shall be at the expense of the EMPLOYER and shall state the physician's opinion as to whether the employee is able to perform all of the regular and normal tasks which may be performed by a Security Resource Officer and that such employee is of sound health. In the event an employee does not complete the required medical examination in August of each year due to mitigating circumstances the Employer will re-schedule the examination as soon as possible.
- 8.06 All job performance evaluations shall be conducted annually. Said evaluation shall be conducted by the Supervisor in the respective division having the most immediate and direct contact with the employee involved and the Building Administrator, where applicable. 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. Each employee shall receive a copy of his/her performance evaluation.
- 8.07 Security Resource Officers shall not transport school students in any vehicle other than a BOARD owned vehicle. However, in an emergency, the Security Resource Officer shall be able to use a personal vehicle if so instructed by the EMPLOYER.
- 8.08 The EMPLOYER shall not lay-off for lack of work any Security Resource Officer performing regularly scheduled duties and subcontract out such functions to a third party.

- 8.09 Upon written request, any employee who is moved from their current or prior school year building will be provided a written explanation stating the reasons for the move.

## **ARTICLE NINE - SENIORITY, SEPARATIONS, AND JOB POSTINGS**

### **9.01 Seniority**

- 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 with the EMPLOYER in any job classification.
- B. "Job classification 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 as a Security Resource Officer.
- C. There shall be a probationary period of ninety (90) days to allow the EMPLOYER to determine the fitness and adaptability of any new employee it may hire and/or place in the Security Resource Officer job classification to do the work required of a Security Resource Officer, during which time such employee shall have no seniority rights as a Security Resource Officer, nor will questions or issues regarding 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 ninety (90) day period shall have their seniority computed in accordance with A. and B. above.

### **9.02 Reductions - Separations**

- A. All reductions, suspensions, removals and demotions shall be made in accordance with the Rules of Dayton Civil Service Commission expressly applicable to employees of the EMPLOYER.
- B. 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 request or submission of such change.
- C. If the Board receives any changes to the Dayton Civil Service Rules which affects employees in this bargaining unit, the Board will notify the eUnion and forward such changes to the Union within two weeks.

### **9.03 Job Posting**

- A. Except during a period when employees with seniority are on layoff, job openings in job for permanent positions as Security Resource Officers will be posted for ten (10) work days on the bulletin board of every school building. A copy of each posting will be mailed to the UNION. Each job posting shall indicate the location and shift of the position open and the date of posting. There shall be a maximum of three (3) postings for any one (1) vacancy or the position subsequently vacated as a result of utilizing the within bidding procedure.
  - B. During the ten (10) work day posting period, employees may apply for the posted job opening by sending a written communication to the SUPERINTENDENT's designee.
  - C. In determining which individual, if any, is selected to fill a particular job opening, the principle of "best fit" shall be followed. In the event any employee applies for a posted job opening and such employee is not selected, the employee will be given a written statement regarding the reason for the rejection. Action by the SUPERINTENDENT or his/her representatives in filling any job opening for Security Resource Officers shall be subject to the provisions set forth in ARTICLE NINETEEN GRIEVANCE PROCEDURE of this CONTRACT except the provision of Section 19.04 shall not be applicable and the decision of the SUPERINTENDENT at Level 3 shall not be subject to further appeal.
  - D. No job opening shall be deemed to exist for purposes of this Section if no new Security Resource Officer is to be employed and/or if a Security Resource Officer is to be transferred from one school building to another school building.
  - E. The UNION shall be advised of the location of the bulletin board in each school building within thirty (30) days after execution of this CONTRACT. In the event the location of a bulletin board is changed, the UNION will be promptly notified.
- 9.04 The EMPLOYER shall provide the UNION with an updated seniority list each six (6) months on which is listed the name of each employee and each employee's system seniority date and job classification seniority date.
- 9.05 After November 1st of each school year, no employee shall be scheduled for a temporary assignment in excess of thirty (30) school days during the school year except for justifiable reasons dictated by requirements.

## **ARTICLE TEN - HOLIDAYS**

- 10.01 A. The holidays in effect during the term of this CONTRACT 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  
Labor Day

New Year's Eve

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

- 10.02 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.
- 10.03 Employees working full-time during the summer school session who are on the active working payroll during a week a legal holiday is observed by the EMPLOYER, as determined by the EMPLOYER, if otherwise eligible for holiday pay for such holiday, shall receive holiday pay for such holiday. The regular part-time employees working during the summer school session who are on the active working payroll during a week a legal holiday is observed by the EMPLOYER as determined by the EMPLOYER, if otherwise eligible for holiday pay for such holiday, shall receive holiday pay for such holiday based on the number of hours they are regularly assigned to work on a daily basis during the week such holiday occurs. In the event the employee does not work the same number of hours each day, the total number of non-overtime hours worked divided by the number of days on which work is performed shall be the basis for the calculation.
- 10.04 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 and one-half (8.5) hours, at their applicable regular rate of pay. Employees who work on a designated holiday shall be paid their holiday pay, plus time and one-half for all hours worked on such holiday. Employees under contract during the regular school year only, 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. The regular part-time employees working during the summer session who are on the active working payroll during a week a legal holiday is observed by the EMPLOYER, as deemed by the EMPLOYER, if otherwise eligible for holiday pay for such holiday, shall receive holiday pay for such holiday based on the number of hours they are regularly assigned to work on a daily basis during the week such holiday occurs. In the event the employee does not work the same number of hours each day, the total number of non-overtime hours worked divided by the number of days on which work is performed shall be the basis for the calculation.
- 10.05 In order for an employee to receive pay for any holiday, an employee must be in an active pay status the day before and the day after the day on which the

holiday falls. If the employee uses sick leave the day before or after the holiday, he/she must bring in a doctor's note in order to receive the holiday pay.

- 10.06 All of the holidays set forth in Section 10.01 shall be observed on the days set forth in the adopted school calendar. 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 ELEVEN - VACATIONS

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

<b><u>Calendar Years of Continuous Service</u></b>	<b><u>Number of Days Allowed for Vacation Annually</u></b>
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

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

- 11.02 The vacation allowance for employees who work less than twelve (12) calendar months per year shall be as follows:

<b><u>Calendar Years of Continuous Service</u></b>	<b><u>Numbers of Days Allowed For Vacation Annually</u></b>
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

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

- 11.03 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.

- 11.04 Employees 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 be required to take their vacation during the period regular school is not 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 “intersession” 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 “intersession” periods when school is not in regular session. The EMPLOYER reserves the right to limit the number of such 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 system seniority shall have preference.

- 11.05 Employees eligible to take vacation days at times other than the “intersession” periods when schools are not in session shall apply for such leave to their Division Head at least three (3) work days in advance of the date they desire to take such vacation. Unless otherwise approved by the SUPERINTENDENT or his/her designee, vacations shall not be taken during the first (1st) or last ten (10) working days of the start of any respective school year in the building in which the employee is assigned. 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.
- 11.06 Any absence chargeable to sick leave, one hour or more, immediately preceding or following the vacation, will require a doctor's statement or certificate.
- 11.07 No vacation allowance may be earned during the period of leave of absence or suspension.
- 11.08 An employee who has worked for the EMPLOYER for at least twelve (12) months and who severs his/her employment with the EMPLOYER shall be paid for the number of earned and unused vacation days. For purposes of this Section, pay conversion shall be one (1) vacation day to be equivalent to one (1) day worked.
- 11.09 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 11.01. 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 11.02. For regular 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 TWELVE - SICK LEAVE

- 12.01 Each full-time employee shall receive sick leave credits at the rate of one and one-fourth (1-1/4) days per month of completed service, e.g., fifteen (15) days for a full year's service. Sick leave credits will not accrue during periods of suspensions or during leaves without pay.
- 12.02 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.
- 12.03 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.
- 12.04 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.
- 12.05 Regular part-time employees shall be entitled to sick leave for time actually worked at the same rate as that granted full-time employees.
- 12.06 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. Examples of conditions which permit the use of sick leave include, but are not limited to:
- A. Personal illness or physical incapacity.
  - B. Illness of a member of the employee's immediate family as defined in Article Fifteen, Section 15.01.
  - C. Enforced quarantine of the employee.
- 12.07 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.
- 12.08 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.
- 12.09 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.
- 12.10 **Catastrophic Illness/Injury Leave**
- 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.
- 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.
- 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 employees in

the bargaining unit. 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.

## **ARTICLE THIRTEEN – LEAVE OF ABSENCE**

- 13.01 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, 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.
- 13.02 Seven (7) separate absences for illness during any twelve (12) month period may indicate a pattern of excessive absenteeism, and employees should be counseled that good attendance is a requirement and not an option. The employer may take disciplinary action where sick leave abuse is established. Discipline for this will follow the principles of progressive discipline where sick leave abuse is established. This section is subject to the grievance and arbitration procedure. The Union and the Employer will agree to establish a Joint Committee to review sick leave abuse.
- 13.03 Military Leave shall be granted in accordance with Ohio State Law.

### 13.04 Convention Leave

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, provided however:

- A. That the total time off does not exceed thirty-two (32) 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 two (2) employees shall be absent at any one time and no more than one (1) of whom shall be from the same building.

## **ARTICLE FOURTEEN - INJURY LEAVE**

- 14.01 In the event of an alleged service-connected occupational illness or injury, an employee may, after filing a claim application for weekly disability benefits with the Industrial Commission of Ohio, elect in writing not to utilize any accumulated sick leave benefits. In addition, such employee may elect to use any portion of his/her sick leave accumulation for as many days per week as he/she so chooses pending receipt of Workers' Compensation benefits. In the event the employee does not make any election hereunder, there will be a charge against the sick leave credits of the affected employee only to the extent necessary to provide the employee with full pay, so that when the employee is receiving Workers' Compensation benefits, he/she will only be charged on a pro rata basis, the difference in pay between the Workers' Compensation benefits and the employee's regular compensation. This will be accomplished by the employee presenting the check received from the Bureau of Workers' Compensation to the Treasurer of the EMPLOYER. Should any employee use any of his/her sick leave accumulation from the time of the injury to the date of the allowance by the Industrial Commission or any pro rata supplement, any such sick leave attributed to the allowed service-connected injury may be bought back by repayment to the EMPLOYER on a dollar-for-dollar basis.
- 14.02 An employee absent from work because of any service-connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he/she received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work. Such application will be made within one (1) year following the date of the exhaustion of his/her injury leave and sick leave. This period may be extended with the approval of the EMPLOYER upon the advice of the School District's Physician.
- 14.03 In the event an employee receives a service connected occupational illness or injury in the course of employment with the EMPLOYER, as determined by the Industrial Commission, leave of absence may be granted by the SUPERINTENDENT, or his/her designee, for a period of up to ninety (90) calendar days after the exhaustion of accumulated sick leave. In cases of such granted leave of absence, and if compensation payments are being received from the Bureau of Workers' Compensation, the EMPLOYER will supplement such compensation by paying supplemental compensation computed as the difference between compensation received and the employee's regular salary. In the event there is no return to work within said ninety (90) calendar days, the matter shall be referred to the EMPLOYER again for consideration. Leaves

granted under this section are to be automatically terminated if the employee accepts or applies for employment with an employer other than the EMPLOYER.

14.04 **Assault Leave**

Any bargaining unit employee absent from regular duties because of a physical disability resulting from an assault on the employee which occurs in the course of BOARD employment shall be entitled to a leave of absence under the following conditions:

- A. The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days.
- B. The employee must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
- C. The employee must submit to the Superintendent verification from an attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- D. The employee must cooperate fully with the Superintendent and other public authority (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 the employee with an attorney selected by and paid by the BOARD to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the BOARD as approved in advance by the Superintendent of Schools.
- E. The employee shall be required to file for Workers' Compensation.
- F. It is the intent of this article to provide for assault leave for employees who do not physically initiate the assault on their person. In case of a dispute as to whether or not a employee has physically initiated an assault and it is determined through either administrative hearing or court action that the employee did initiate the assault, the employee shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the employee.
- G. Assault leave shall not be chargeable against sick leave.
- H. In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the BOARD as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished either by the employee's receiving his/her regular compensation from the BOARD and executing the necessary form so that such Worker's Compensation is paid directly to the BOARD, or by the employee's following the procedure set forth in Article Fifteen..

- I. Falsification of any statement by an employee to secure paid leave under this article shall constitute cause for termination of the employee's contract pursuant to Section 124.34 of the Revised Code of Ohio.

## **ARTICLE FIFTEEN CONTINUATION OF PAY PREAMBLE**

### **15.01 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.

### **15.02 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.

### **15.03 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.

#### **15.04 Employee Rights**

- 15.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 15.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 15.05.3 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.

- 15.04.4 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.
- 15.04.5 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.

## **ARTICLE SIXTEEN – TRANSITIONAL DUTY**

### **16.01 Transitional Duty**

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.

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.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is 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.

- 16.02 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.

- 16.03 Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

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.

- 16.04 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 Salary Continuation upon submission of supporting medical documentation of the time spent in therapy.

#### **16.05 Coordination of Transitional Duty**

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.

#### **16.06 Use of Salary Continuation**

Salary Continuation is not payable for medical appointments once the employee is released to full duty, has exhausted all available Salary Continuation.

An employee on Transitional Duty who has exhausted all available Salary Continuation, may elect to use available paid leave or leave without pay if they are still unable to return to work.

#### **16.07 Transitional Duty and Outside Job**

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

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.

#### **16.08 Refusal of Transitional Duty**

16.08.1 If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee is not eligible for Salary Continuation. 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.

16.08.2 An employee may elect to use sick leave, vacation, and personal leave 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.

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.

#### 16.09 **Maintaining Transitional Duty**

To remain eligible for Transitional Pay, 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. This section should not be taken to mean that the employee must provide his/her supervisor with confidential medical information.

## **ARTICLE SEVENTEEN – BEREAVEMENT LEAVE**

#### 17.01 **Immediate Family**

A. Up to three (3) days' absence without loss of pay to attend the funeral will be allowed when a death occurs in the immediate family; i.e., current spouse, father, mother, sister, brother, half-sister, half-brother, child, parent of current spouse, grandparent, grandchild or blood relative living in the same household.

#### 17.02 **Remote Relative**

A. One (1) day's absence without loss of pay to attend the funeral 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.

#### 17.03 **Travel**

A. If the death of a member of the immediate family, or other relative, occurs at a distance greater than 300 A.A.A. 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.

#### 17.04 **Proof**

Proof of death, attendance at the funeral or travel distance may be required by the EMPLOYER.

## **ARTICLE EIGHTEEN - PERSONAL LEAVE**

- 18.01 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.
- 18.02 **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.
- 18.03 **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, to the Section Head or Supervisor of Classified Personnel. 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-half or one day segments.
  - B. Personal leave may be used with holidays or vacation leave subject to the recommendation of the employee's immediate supervisor and approval of the SUPERINTENDENT's designee. The two (2) day advance request requirement may be waived by the Employer at the request of this employee.
- 18.04 **Restrictions on Use of Personal Leave**
- A. During the ten (10) work days immediately prior to and the ten (10) work day period immediately after the opening day of school of any school year, and the last ten (10) work days of the school year in the building in which the employee is assigned, personal leave will not be available unless allowed within the sole discretion of the executive director.
- 18.05 **Authority of the SUPERINTENDENT's Designee for Classified Personnel**
- 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 Department request personal leave on the same day and, in the judgement of the SUPERINTENDENT's designee, not all can be accommodated, the employee(s) with the greatest length of service with the District shall be given preference.

18.06 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 purpose 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.

18.07 **Convention Leave**

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, provided, however:

- A. That the total time off does not exceed five (5) days 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 one (1) employee shall be absent at any one time, no more than one of whom shall be from the same building.

## **ARTICLE NINETEEN - LEGAL PROCESS ABSENCE**

19.01 **Absence in Response to Subpoena**

- A. An employee who is not a party to a court case or administrative hearing or who is not being subpoenaed with respect to any matter arising out of employment other than his/her employment with the EMPLOYER who is subpoenaed to appear in a court of administrative hearing during normal work hours may be granted a leave of absence from normal duties to permit compliance with the subpoena, provided the employee meets the following:
  - 1. Notifies the SUPERINTENDENT's designee of the issuance of the subpoena within two (2) days after receipt of the subpoena.
  - 2. Submits a statement signed by the employee to the Treasurer stating:
    - (a) the date(s) and time in attendance at the proceeding.

- (b) the actual amount of any compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
- 3. The amount of any compensation, except that which is paid specifically for expenses incurred by reason of the summons, must be remitted by the employee to the office of the Treasurer before the end of the current pay period in which the absence occurred. Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.
- B. In the event an employee is required by the EMPLOYER or is otherwise subpoenaed to appear in Court on behalf of the EMPLOYER during a period in which the employee is not assigned to work, he/she shall be paid at his/her regular rate of pay, with a minimum of three (3) hours guaranteed.

**19.02 Absence in Response to Jury Summons**

- A. There shall be no loss in salary if:
  - 1. 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
  - 2. The employee remits the compensation received to the office of the Treasurer before the end of the current pay period.

**19.03 Absence Party to Court Action**

- A. 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 Absence outlined in Article Sixteen.

**ARTICLE TWENTY - GRIEVANCE PROCEDURE**

20.01 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. Any matter which is subject to review by any administrative agency or court may not be made the subject of a grievance except as provided in Section 19.03.

20.02 All employees should make every effort to settle differences or disputes without filing a grievance. In the event an agreement cannot be reached, the following steps should be taken with respect to any grievance as defined in this CONTRACT.

### **Level I**

If the matter is not resolved by the meeting and discussion, the grievance shall be reduced to writing by fully completing the Level I Grievance Form and presented to the SUPERINTENDENT'S designee. This written presentation of the grievance must be given to the SUPERINTENDENT'S designee within five (5) working days after the cause for the grievance arises. The SUPERINTENDENT'S designee 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 five (5) work days after the grievance is presented. The grievant shall be afforded the opportunity to fully present his/her position regarding the grievance. The SUPERINTENDENT's designee shall give the written answer to the grievant and to the UNION with five (5) work days 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 II Grievance Form and presenting it to the SUPERINTENDENT's designee. This appeal to Level II must be filed within five (5) days after the Level I answer is given. The SUPERINTENDENT's designee will thereafter hold a meeting at a mutually convenient time with the SUPERINTENDENT's designee and other members of management involved, the grievant, and the grievant's UNION Steward or Chairman if the grievant desires, regarding the grievance and will thereafter reply to the grievance in writing. This meeting shall occur within five (5) work days after the written grievance is presented. The answer of the SUPERINTENDENT's designee at Level II shall be given within five (5) work days 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 III 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) work days after the Level II answer is given. As part of such investigation, the SUPERINTENDENT or his/her designated representative shall meet with the aggrieved employee, Staff Representative and others have direct knowledge of the matter at a mutually consented time. Within five (5) work days after this investigation meeting is held, the SUPERINTENDENT's or his/her designee's answer to the grievance will be issued to the aggrieved employee and to the Chairman, the UNION, and the other affected individuals. The answer will be sent by certified mail to the UNION at its UNION HALL.

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.

20.03 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 proceed to arbitration under Section 19.04. Said terminated employee shall then have the right to have his/her case heard before an arbitrator pursuant to Section 19.04, ARBITRATION, or by the employee to Dayton Civil Service Commission, if available. During this time period the employee shall be terminated for all purposes.

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.

20.04 **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.

**20.05 Arbitration**

- A. Arbitration must be requested in writing within five (5) work days 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.
- 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 participating in an arbitration hearing shall be paid on a no loss or gain in the employee's normal daily rate for attendance at such hearing.
- D. Unless contrary to law, 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 TWENTY-ONE - DISCIPLINE**

- 21.01 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.

- 21.02 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 will be held no later than five (5) work days from the date of receipt by either Union official. 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 one day 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. This may be challenged through the grievance/arbitration procedure.
- 21.03 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.
- 21.04 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.
- A. The principle of progressive discipline shall be utilized in the administration of this contract.

21.05 Administrators shall have the authority to take the following disciplinary action:  
 Director and/or Associate Director: Oral reprimand, written reprimand, or suspension up to ten (10) days;  
 Chief of Operations: 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.

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

The penalties for excessive absenteeism and excessive tardiness follow below. It is understood that absences which occur under approved FMLA leave are excused and shall not be counted as an occurrence.

Sick Leave Occurrences	Tardy Occurrences	Disciplinary Action
5	5	Oral Reprimand
6	6	Written Reprimand
7	7	Three (3) Day Suspension
8	8	Five (5) Day Suspension
9	9	Ten (10) Day Suspension
10	10	Recommendation for Termination

21.07 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.

- 21.08 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.

## **ARTICLE TWENTY-TWO - NO STRIKE-NO LOCKOUT**

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 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 TWENTY-THREE - SEVERANCE ALLOWANCE**

- 23.01 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.

23.02 **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. Retires from the employ of the Dayton Board of Education after the effective date of this CONTRACT.

23.03 **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:

**Maximum Severance**

<u>Length of Service</u>	<u>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.

23.04 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.

23.05 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 TWENTY-FOUR -- BULLETIN BOARD**

24.01 The UNION shall be permitted use of existing bulletin boards in each school building where notices to employees are posted for the posting of notices concerning official UNION business.

24.02 All notices and the contents thereof shall be approved by the SUPERINTENDENT or his/her designee before posting.

- 24.03 The UNION shall be permitted use of the School System mail service for distribution of notices to be posted in the schools.

## **ARTICLE TWENTY-FIVE -- LABOR MANAGEMENT COMMITTEE**

- 25.01 In the interest of sound employee relations, a joint committee of six (6), 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 SUPERINTENDENT and/or his/her designee 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.
- 25.02 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.
- 25.03 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.
- 25.04 A UNION representative and an EMPLOYER representative shall alternately chair the meetings. Each party shall submit to the other, at least (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.

## **ARTICLE TWENTY-SIX -- SERS PICK-UP UTILIZING THE EARNINGS REDUCTION METHOD**

- 26.01 Effective December 31, 1984, or thereafter when legally permissible, the BOARD shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the BOARD 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 BOARD and that the amount designated as "picked up" by the BOARD 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 TWENTY-SEVEN – FAVORED NATION CLAUSE**

- 27.01 If any other bargaining unit negotiates language providing greater or different options or rates of contribution for hospitalization insurance, this bargaining unit will be offered the same benefits or rate. Favored Nation on Hospitalization, Only. Favored nation provision intended to cover, only, hospitalization premiums, caps and benefit options from the insurance provider.

## **ARTICLE TWENTY-EIGHT -- SAFETY & HEALTH COMMITTEE**

- 28.01 The Union and the Dayton Board of Education will establish a Safety and Health Committee to concern itself with routine investigations at each work area, as well as specific complaints relating solely to safety and health. The purpose is to reduce on the job injuries and comply with the Bureau of Worker's Compensation guidelines on safety in the workplace and Ohio and Federal Law.

- A. The Safety program will be administered by a chairman who shall be elected by the membership of the Safety and Health Committee.
- B. Membership of the Safety and Health Committee shall consist of two (2) members appointed by the Union and two (2) members of the Dayton Board of Education.
- C. All appointments to the Safety and Health Committee shall be made as soon as possible. Meetings of the Safety and Health Committee shall take place at least once a month and members shall suffer no loss of pay as a result of attending such meetings.
- D. The Committee shall review forms and procedures for reporting claimed safety violations; investigations of problems; informing the appropriate authority; and following up on a presentation of such complaints relative to safety from any employee. Where necessary, written recommendations of this Committee will be forwarded to the appropriate authority.
- E. Since it is the responsibility of the Dayton Board of Education to provide the safest working conditions, tools, equipment, and work methods for its employees, the appropriate authority must correct unsafe conditions promptly. He/she must see that all safety rules and good working methods are used by all employees.

## **ARTICLE TWENTY-NINE - DURATION OF CONTRACT**

29.01 This CONTRACT is entered into by the BOARD pursuant to all applicable statues 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 Section 9.02B 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.

29.02 This CONTRACT shall be effective as July 1, 2017 and shall remain in effect through 12:00 midnight, June 30, 2020 and for yearly periods from year to year thereafter, unless the EMPLOYER or the UNION shall give the other written notice of its intention to terminate, modify or amend this CONTRACT not more than one hundred twenty (120) and not less than ninety (90) days prior to the expiration date or the end of any yearly extension period.

BOARD OF EDUCATION CHAPTER  
DAYTON PUBLIC SERVICE UNION  
LOCAL 101 COUNCIL #8, AMERICAN  
FEDERATION STATE, COUNTY &  
MUNICIPAL EMPLOYEES, AFL-CIO

By \_\_\_\_\_  
Stephen R. Keeney,  
Staff Representative,  
AFSCME Ohio Council 8

By \_\_\_\_\_  
Robert Essex,  
Chapter Chair,  
AFSCME Local 101

By \_\_\_\_\_  
Anthony Jackson, Sr.,  
Chapter Vice-Chair,  
AFSCME Local 101

ADMINISTRATIVE STAFF OF THE  
BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY OF,  
DAYTON, STATE OF OHIO

By \_\_\_\_\_  
Rhonda Corr,  
Superintendent,  
Dayton Public Schools

By \_\_\_\_\_  
Jyllian R. Bradshaw, Esq.  
Designated Representative

BOARD OF EDUCATION FOR THE  
SCHOOL DISTRICT OF THE CITY OF  
DAYTON, OHIO

By \_\_\_\_\_  
Dr. Robert Walker  
President

By \_\_\_\_\_  
Hiwot Abraha  
Treasurer



**ADDENDUM NO. 1  
RATES OF PAY - JOB CLASSIFICATIONS**

A1.01 Employees will be subject to the following scale for the 2017-2018 school year and subject to a 2.0% increase for the 2018-2019 school year and a 2% increase for the 2019-2020 school year.

Step	2017-18 School Year		2018-19 School Year		2019-2020 School Year	
	Hourly	With Ed Supplement	Hourly	With Ed Supplement	Hourly	With Ed Supplement
1	14.25	14.75	14.54	15.05	14.83	15.35
2	15.25	15.75	15.56	16.07	15.87	16.39
3	16.72	17.22	17.05	17.56	17.40	17.92
4	17.05	17.55	17.39	17.90	17.74	18.26
5	17.52	18.02	17.87	18.38	18.23	18.75
6	17.84	18.34	18.20	18.71	18.56	19.08
7	18.19	18.69	18.55	19.06	18.92	19.45
8	18.51	19.01	18.88	19.39	19.26	19.78
9	18.71	19.21	19.08	19.59	19.47	19.99

For those employees already at Step 8 for at least one year, he or she shall move to Step 9 on October 1, 2017.

A1.02 Progression shall be on an anniversary year basis. An "anniversary" year shall be that period of time dating from the most recent date the employee is assigned to a position as a Security Resource Officer to a date one calendar year later and the recurring anniversary of such date each year thereafter, provided the employment of the individual is continuous during such period, until the employee reaches the top level of pay. Advancement to the next level shall be effective commencing with the first day of the payroll next following the anniversary date.

A1.03 **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.

- A1.04 Employees with an associate degree in law enforcement, an associate's degree in criminal justice, or who have completed the police academy shall be paid an additional fifty cents (\$.50) per hour.
- A1.05 **Staff Development Compensation** -- employees voluntarily attending staff development workshops on time outside the regular school day will be compensated at the rate of \$7.50 per hour.
- A1.06 A "Joint Evaluation Committee" shall be established consisting of an equal number of administrators and Bargaining Unit Members. The Committee will develop an evaluation instrument and establish criteria for advancement from step 8 to 9. Progression from step to step shall be in accordance with addendum A1.01. Progression from step 8 to 9 shall also include the criteria established by the Joint Evaluation Committee. If the Joint Evaluation Committee fails to establish criteria, such criteria shall be subject to future negotiations.
- A1.07 **Longevity Bonus.** After twenty (20) years of continuous service, an employee will receive a longevity bonus of six hundred and fifty dollars (\$650) per year, payable in one lump sum by the second pay period following the employee's anniversary date. After twenty-five (25) years, this bonus shall increase to \$700.
- A1.08 **Uniform Allowance.** Reimbursement up to \$400 each year upon presentation of receipts by March 31<sup>st</sup> by employee.
- A.09 **Certificate of License.** The Dayton Board of Education shall pay the cost of the License renewal required of a SRO for continued employment with the Dayton Board of Education, up to a maximum of \$55.00. Should the license cost less than \$55.00, the remaining balance shall be applied to the uniform allowance.

## **ADDENDUM 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 CONTRACT 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 affect coverage. Appropriate information and application forms will be provided to all new employees at the time of employment:

- A. 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 settlement procedure set forth in ORC 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. Effective 9/1/98, Life Insurance of \$40,000 for all regular full-time 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 all employees who have made application for such insurance, who are on the active working payroll on the effective date of this CONTRACT, and who are regular, full-time employees of the EMPLOYER who work at least thirty (30) hours per

week, and 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 to 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 Security Resource Offices 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) work 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 in accordance with IRS guidelines during his or her employment to verify application information and/or confirm eligibility.

- A2.05 The EMPLOYER's contribution to the monthly premium for the Medical Insurance Program shall be limited to the following Favored Nations: If any other bargaining unit negotiates language providing greater and/or different benefits or rates of contributions, this bargaining unit will be offered the same benefits or rates.

The employee will pay any portion of the premium cost which is above the maximum payable by the EMPLOYER.

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.

- A2.06 Member will pay fifteen (15%) of the premium; and the BOARD will pay eighty-five (85%) of the premium-cost or premium equivalent rate for the Board-funded plan (hereinafter "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 paycheck of the calendar year.

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

<b>High Deductible Health Plan with Health Savings Account</b>		
	<b>In-Network</b>	<b>Out of Network</b>
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 towards the OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

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.

A2.07 The foregoing Medical Insurance Program described 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 CONTRACT, who complete the required

applications for such insurance and submit such applications to the Treasurer of the EMPLOYER, or who are covered by such insurance by the EMPLOYER on the effective date of this CONTRACT, 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 following schedule:

<u>Number of hours regularly scheduled to work during work week</u>	<u>Portion of total premium cost for insurance to be paid by the EMPLOYER</u>	<u>Portion of total premium cost for insurance to be paid by employee</u>
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

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

- A2.08 Unless a properly completed application for Hospitalization - Surgical - Major Medical Insurance is 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.
- A2.09 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.
- A2.10 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. 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.

A2.11 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 coverages 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 UNION, 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 \$150 (\$600 per year).

A2.12 **Conversion Privilege**

If an employee's life and accident 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.

A2.13 Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:

- A. Termination of the employment, layoff or reduction in the hours of employment, of the employee;
- B. Death of the employee;
- C. Eligibility of the employee for Medicare;
- D. Divorce or separation from the employee; or
- E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.); shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.

A2.14 Continuation coverage elected pursuant to 4.03 above shall terminate if any of the following events occur:

- A. Premiums are not paid when due;
- B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
- C. The BOARD no longer offers group health insurance coverage to its employees.

A2.15 The provisions of 4.03 and 4.04 are to be interpreted and administer in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

A2.16 Bargaining unit members are eligible to participate in an I.R.S. 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 106 of the I.R.S. Code; unreimbursed medical expenses under the provisions of Section 105 of the I.R.S. Code; and dependent care costs (child or parent) under the provisions of Section 129 of the I.R.S. Code.

The plan will be implemented and maintained at no cost to either the School Board or the employees now or in the future. The parties have been provided information by American Family Life Assurance Company of Columbus (AFLAC) that both the set-up and ongoing administration of the 125 Plan, could and would be done by them at no cost. We request, therefore, that the School Board contract, on behalf of all Dayton City School employees represented by OAPSE, with AFLAC to implement a 125 Plan as described above.

It is agreed that 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 (AFLAC representative) on an individual employee basis. It is expected that this would also have to be accomplished on a non-interference-with-work basis.

A2.17 **AFSCME CARE PLAN**

The employer will pay into the AFSCME CARE PLAN on behalf of all full-time employees:

- A. \$34.00 per month for Dental Level II-A insurance;
- B. \$6.75 per month for vision care insurance;
- C. \$1.40 per month for EAP Leavel III; and
- D. \$.50 per month for hearing aid coverage.

The payment will be due by the 20<sup>th</sup> of each month.



## **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