

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE

SCHOOL DISTRICT OF THE

CITY OF DAYTON, OHIO

AND

THE OHIO ASSOCIATION OF

PUBLIC SCHOOL EMPLOYEES

MECHANICS LOCAL #156

JULY 1, 2022

THROUGH

JUNE 30, 2023

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AGREEMENT

This AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DAYTON OHIO (hereinafter referred to as "EMPLOYER," and THE OHIO UNION OF PUBLIC SCHOOL EMPLOYEES/AFSCME, (OAPSE) and (TRANSPORTATION MECHANICS LOCAL 156), hereinafter referred to as "UNION".

ARTICLE ONE - PURPOSE AND PREAMBLE

- 1.01 The purpose of this AGREEMENT is to set forth certain policies of the EMPLOYER as such policies may affect or may be applicable to the employees of the EMPLOYER in the employee unit described in Article Two Section 2.01.
- 1.02 The UNION recognizes the EMPLOYER as the elected representatives of the citizens of the School District of the City of Dayton, Ohio. Nothing in this AGREEMENT shall be interpreted as a delegation by the EMPLOYER of its statutory authority
- 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 EMPLOYER and for the administration of the affairs of the School District of the City of Dayton, Ohio. Nothing in this AGREEMENT shall be interpreted as a delegation by either the EMPLOYER or the SUPERINTENDENT of the authority of the SUPERINTENDENT.
- 1.04 This AGREEMENT supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of this AGREEMENT.
- 1.05 **Negotiations.** The parties shall make a good faith effort to present proposals and counter proposals in written form. Only article(s) presented at the first negotiation session shall be open for negotiating unless mutually agreed upon by both parties.

The Board and the Union agree to the Fact finding Process contained in O.R.C. Section 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B), (C). The parties, by mutual agreement, may also select a

mediator other than the one provided by the Federal Mediation and Conciliation Service.

ARTICLE TWO - RECOGNITION

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

All full and regular part-time hourly paid mechanics and/or lot attendants employed by the EMPLOYER in its Division of Support Services, Transportation Section, but excluding all other employees of the EMPLOYER, all supervisors and professionals employed by the EMPLOYER and employees temporarily hired in temporary positions outside the normal school year or any other employee of the EMPLOYER represented by any other labor organization certified by the EMPLOYER.

EXCLUDED: Head Group Leader, Group Leader and Inventory Control.

2.02 Neither the EMPLOYER nor the UNION and/or its members will intimidate or coerce any employee in regard to his/her right to work or in respect to UNION activity or membership.

2.03 **UNION Dues Check-Off**

A. The EMPLOYER agrees to honor any check-off authorizations executed by an employee in favor of the UNION in accordance with the provisions of Chapter 4117. of the Revised Code of Ohio. Dues deductions in accordance with check-off authorizations will be remitted by the EMPLOYER monthly to the UNION's Columbus, Ohio office. Dues deductions shall begin with the second pay date in September and will continue for twenty-six (26) consecutive pay periods during each school year.

B. The EMPLOYER agrees to notify the UNION if any employee sends notification of any check-off authorization to the EMPLOYER. The UNION agrees to notify the EMPLOYER if it receives notification from any employee that such employee has revoked her/his check-off authorization. Unless revoked, such dues deduction authorization shall be continuous.

C. The Board agrees to deduct OAPSE State dues and Local dues set forth herein (current or increased) from employees' salary or wages and remit the same to the OAPSE State Treasurer upon receipt of the employees' voluntary authorization. Such authorization shall be irrevocable, regardless of whether the employee remains a member of the union or not, for the period stipulated in the employees' membership/dues authorization application. Revocation of the dues authorization shall be in accordance with the employees' membership/dues authorization agreement.

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

2.05 Nothing herein shall be construed as requiring any employee to become a member of the UNION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The UNION agrees to hold the BOARD harmless from any liability that may be incurred to any person or persons due to the BOARD's good faith enforcement of this provision.

The parties agree that in the event there is a change in federal or state law that authorizes fair share fees, the fair share language from the Contract that expired on June 30, 2020 will be added back to the Contract after the parties negotiate to agreement any required or necessary changes to that language.

2.06 A deduction for the Public Employees Organized to Promote Legislative Quality (PEOPLE) legislative program shall be established for OAPSE Local 156. Participation in the deduction shall be strictly voluntary.

2.07 The Union will be permitted to speak with new employees for a period of fifteen (15) minutes during a scheduled department in-service to discuss Union membership and benefits.

ARTICLE THREE - MANAGEMENT RIGHTS

3.01 Except to the extent expressly modified by a specific provision of this AGREEMENT, the EMPLOYER, 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 vested 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, grades, and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, 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 EMPLOYER also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the EMPLOYER and representatives of the UNION to discuss matters of concern to either party during the term of this AGREEMENT.

ARTICLE FOUR - EVALUATIONS

- 4.01 All job performance evaluations shall be conducted on an annual basis, evaluating the job performance of the employee. Said evaluation shall be conducted by the supervisor in the respective division having the most immediate and direct contact with the employee involved. 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.

ARTICLE FIVE - SENIORITY

- 5.01 "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.
- 5.02 "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 in the particular job classification in which the employee is employed by the EMPLOYER. Employees shall be deemed to hold seniority only in the job classification of certified "Mechanic" and or non-certified "Lot Attendant" in the event of any layoff or other reduction in the work force, or in the event of recall from layoff.

Employees currently in the unit who are in a job removed from the unit will retain rights under appropriate Civil Service Rules in the Division of Management Services, Transportation Section. Employees given a future opportunity for promotion out of the bargaining unit shall no

longer be a bargaining unit member, but shall retain appropriate Civil Service Rights.

Employees in the garage shall be deemed to hold seniority in their classification computed from original date of hire into the garage, provided a break in service has not occurred.

- 5.03 In the instance of the same seniority date, employees will be placed on the seniority list in the order in which they were interviewed and recommended for acceptance to the EMPLOYER. If a provisional employee passes the Civil Service test, after taking and passing the test when it is first offered to the provisional employee, he/she will be slotted into the seniority list as of his/her initial date of latest employment with the EMPLOYER. If a provisional employee passes a subsequent Civil Service test, he/she will be slotted into the seniority list as of the date he/she receives his/her Civil Service certification. At the beginning of each school year, the UNION will be furnished with an up-to-date seniority list stating the name, effective hiring date, seniority ranking, and job classification of each employee. Ties in seniority shall be broken by the relative ranking of Civil Service test scores.
- 5.04 Employees hired after the ratification of this Agreement in 2018 shall be considered probationary employees during the first ninety (90) days worked. Such probationary period shall constitute a trial period, during which the EMPLOYER is to judge the ability, competency, fitness, and other qualifications of new employees to do the work for which they were employed. The probationary period may be extended by an additional thirty (30) working days if the EMPLOYER determines additional training is needed, after written notification has been given to the employee and the UNION at any time prior to the expiration of the first ninety (90) days worked. During such probationary period, the EMPLOYER may discharge or lay off the employee, and the employee shall have no recourse to the grievance procedure based on such discharge or layoff. Only certified employees may bid for openings but such bidding is not available to an employee until successful completion of the probationary period. Employees retained beyond the probationary period will be placed on the seniority list as set forth in 5.02 above.
- 5.05 An employee shall lose all of his/her seniority rights for any of the following reasons:
- A. If he/she resigns or is terminated.

- B. If he/she is laid off for a period of more than two (2) year, or his/her length of service, whichever is the lesser period of time.
- C. If he/she is absent for three (3) consecutive working days without notifying the EMPLOYER, except in those cases where the employee is unable to notify the EMPLOYER. At the option of the EMPLOYER, such absence results in automatic discharge, and the EMPLOYER shall send written notification to the employee at his/her last known address that his/her employment has been terminated and that he/she has lost seniority.
- D. If he/she fails to report for work on schedule following a leave of absence, or any extension thereof mutually agreed to, subject to C. above.
- E. In the event of recall, if he/she fails to return from layoff on the date scheduled, after notification in accordance with the provisions of ARTICLE EIGHT, Section .03 of this AGREEMENT.

5.06 Appointments in all classifications in the Transportation Section shall be made wherever practical by competitive examination, in accordance with the Rules of the Dayton Civil Service Commission expressly applicable to employees of the EMPLOYER. Employees will be notified prior to the date of any promotional examination for any classification covered by such Rules, so that they might afford themselves the opportunity of taking such examination. Qualified employees who sign for a Civil Service examination will be paid for regular time lost to take the examination provided it is given only during their regular working hours. Payment is subject to verification.

5.07 **Bargaining Unit Reversion Right**

An employee who is promoted to a job not covered by the Bargaining Unit, shall have the right once during his/her employment with the District, to revert back to the Bargaining Unit without loss of bargaining unit seniority or other rights, defined within the Agreement, at the time the employee left the bargaining unit, provided it does not result in the displacement or layoff of any bargaining unit employee.

ARTICLE SIX - TEMPORARY ASSIGNMENTS

6.01 Nothing in this AGREEMENT shall prohibit or restrict the EMPLOYER from making temporary assignments in accordance with the Rules and Regulations of the Dayton Civil Service Commission specifically

applicable to the EMPLOYER, provided that, in accordance with Dayton Civil Service Rules, when the EMPLOYER knows at the start of a vacancy that it will exceed thirty (30) or more work days, the EMPLOYER will post the vacancy for bidding by qualified employees on a seniority basis.

ARTICLE SEVEN - LAYOFF AND RECALL

- 7.01 In the case of job abolishments and/or layoff of employees in the job classifications covered by this AGREEMENT, the UNION will be notified in writing of the names of all employees affected. Such job abolishment, layoff, reduction in force and reinstatement shall be made in accordance with the Rules and Regulations of the Civil Service Board, Dayton, Ohio, for the Dayton City Public School District.
- 7.02 Reduction, suspension, removal, transfer and demotion shall be made in accordance with the Rules and Regulations of the Civil Service Board, Dayton, Ohio, for the Dayton City Public School District.
- 7.03 In the event of recall, the EMPLOYER will attempt to contact employees eligible for recall by phone at the last available number as shown on the personnel records of the EMPLOYER. If the employee cannot be reached, the EMPLOYER will send a certified letter to the employee at his/her last available address as shown on the personnel records of the EMPLOYER. This letter shall be sent at least 14 days prior to the date of recall. If the employee does not accept the recall within seven days after the letter is sent, the employee forfeits recall rights.
- 7.04 Recall shall be on the basis of seniority in accordance with ORC sections 124.321 through 124.327 except that recall rights shall continue for one year from the date of layoff.
- 7.05 Any laid off employee, upon recall to service, shall be recalled with accumulated seniority (excluding time on layoff) and accrued and unused sick leave as of the time of layoff.

ARTICLE EIGHT - DISCIPLINE

- 8.01 All discipline actions and procedures will be for just cause and will be performed in accordance with the procedures established by the employer. The employer will furnish to the Union a copy of the current

Civil Service Board Rules and the Manual for the Discipline of Classified Employees. Administrators shall have the authority to take the following disciplinary action:

The Lead Mechanic of that shift (or equivalent position) shall have the authority to: (1) reprimand, or (2) make a recommendation for more severe disciplinary action.

The Associate Director of Transportation (or equivalent position) shall have the authority to: (1) reprimand, (2) suspend for five (5) work days or less, or (3) make a recommendation for more severe disciplinary action.

The Director of Transportation shall have the authority to: (1) reprimand, (2) suspend for ten (10) work days or less, or (3) make a recommendation of more severe disciplinary action.

The Superintendent of Schools shall have the authority to impose suspension of more than ten (10) work days and to make recommendation to the Board of Education for terminations. All terminations, except as otherwise provided herein, shall be approved by the Board of Education.

Except in the case of conditional suspension, at any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record, suspension or dismissal is likely to result, the supervisor shall advise the employee in writing of the employee's right to have UNION representation. In the event the employee requests his/her Grievance Chairperson to be present and the Grievance Chairperson is not available, the meeting may be delayed at the request of the employee or the Union for up to twenty-four (24) hours to permit the attendance of the Grievance Chairperson. If the disciplinary action contemplated could result in a suspension of more than three (3) days or discharge, the OAPSE Staff Representative will be notified and given an opportunity to be present at the meeting.

- 8.02 The parties recognize that no employee can be permitted to operate a board owned vehicle while under the influence of drugs or alcohol. In the event any representative of the EMPLOYER believes an employee is under the influence of either drugs or alcohol, such employee may immediately be removed from service (conditional suspension) and required to submit to a sobriety or drug test or resign. Refusal to submit to sobriety or drug tests shall constitute a failure to pass such test and subjects employee to discharge. Failure to pass a sobriety or drug test subjects an employee to discharge. Any employee who passes the sobriety or drug test shall be reinstated without loss of pay. Any

actions taken by the EMPLOYER under this section shall not be subject to the Grievance/Arbitration Procedure.

- 8.03 When an employee demonstrates a pattern of excessive absenteeism or tardiness, such as more than three (3) separate instances within the school year 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.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 9.01 A "grievance" is defined as any question or controversy between any employee or the UNION with the EMPLOYER involving the interpretation, application or compliance with or noncompliance with the provisions of this AGREEMENT; provided, however:
- A. If specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the state of Ohio and/or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.
 - B. Any action by the EMPLOYER or any recommendation of the SUPERINTENDENT to terminate the employment of any employee with the EMPLOYER may be made the subject of a grievance and may be processed as such except for drug and alcohol terminations.
 - C. Any matter specifically excluded from the processing of a grievance pursuant to specific provisions of this AGREEMENT may not be made the subject of a grievance and may not be processed as such.

- 9.02 All employees must make every effort to settle differences or disputes without filing a grievance. In the event that an agreement cannot be reached, the following steps must be taken with respect to any grievance:

Step 1

The aggrieved employee shall present his/her grievance in writing by fully completing the Step 1 Grievance Form (attached as Appendix L-I) to the Fleet Director (with a copy to Human Resources), who will answer

the grievance within ten (10) work days after receipt. This written presentation of the grievance to the Fleet Director must take place within ten (10) work days after the employee has knowledge of the facts which gave rise to the grievance or with reasonable diligence should have knowledge of such facts. If the employee does not refer his/her grievance to the second step of the procedure within five (5) work days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved. If the grievance is processed as a class/group grievance, it shall move directly to Step 2.

Step 2

The grievance shall be referred in writing by fully completing the Step 2 Grievance Form (attached as Appendix L-II) to the Executive Director of Transportation who will investigate the grievance with the head of the Department. The Executive Director of Transportation will reply within ten (10) work days. If the employee is not satisfied with the written answer of the Executive Director of Transportation, the employee may refer his/her grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within five (5) work days of receipt of reply from the Executive Director of Transportation, it shall be considered to be satisfactorily resolved.

Step 3

The grievance shall be submitted in writing by fully completing the Step 3 Grievance Form (attached as Appendix L-III) to the SUPERINTENDENT, or his/her designee, who shall investigate the grievance within thirty (30) days. As part of such investigation, the SUPERINTENDENT or his/her representative(s) shall meet with the aggrieved employee and his/her representative and others having knowledge of the matter. Within fifteen (15) work days after this investigation meeting is held, the SUPERINTENDENT's answer to the grievance will be issued to the aggrieved employee, the UNION and all other affected individuals. If the EMPLOYER has failed to answer a grievance on time in any step of this procedure, it shall be advanced automatically to the next step.

Step 4 – Grievance/Mediation (Optional)

1. A grievance may be taken to mediation by mutual consent of the parties. The parties must agree to the mediation process within seven (7) days of the Step 3 decision.

2. The grievant shall have the right to be present at the mediation conference.
3. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.
4. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
5. If no settlement is reached at mediation, the arbitration provisions of this agreement shall apply.
6. An appeal to arbitration must be made within thirty (30) days after the mediation conference.
7. The parties shall designate the mediator, and if the parties cannot agree, a mediator shall be designated through FMCS.

9.03 **Arbitration**

- A. Notification of the intent of the UNION to appeal a grievance to arbitration must be submitted in writing to the SUPERINTENDENT, or his/her designee, within thirty (30) work days after the written answer was given by the SUPERINTENDENT, or his/her designee, under Step 3 of the Grievance Procedure or within thirty (30) days of the termination of mediation under Step Four, otherwise the matter shall not be subject to arbitration. The Union will request Federal Mediation and Conciliation Service to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the Federal Mediation and Conciliation Service.
- B. The EMPLOYER and the UNION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
- C. The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION, and any employee involved in the matter, provided it is in accordance with law.

- D. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this AGREEMENT and shall only have the authority to interpret the provisions of this AGREEMENT as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the EMPLOYER's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.
- 9.04 The aggrieved employee shall have the right to be represented by grievance chair or the OAPSE Field Representative, upon request, at any step of the forgoing grievance procedure. Unless approved by management, investigation of grievances and participation in grievance procedures shall not occur during working time, and shall not interfere with the operation of school busses or with other employees in performing their work.
- 9.05 The steps or time limits set forth in this article may be waived or extended upon the mutual written agreement of the parties.
- 9.06 **No Strike-No Lockout**
- A. It is agreed that during the life of this AGREEMENT 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.
 - B. 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 AGREEMENT. On the contrary, the UNION will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this AGREEMENT.
 - C. In the event the employees of the EMPLOYER in any employee unit represented by any labor organization, professional UNION, or by the UNION engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees in the employee unit covered by this AGREEMENT shall continue to work during any such activity as a condition of continued employment, without exception, upon request of the EMPLOYER.
 - D. Any strike, stoppage, slowdown, refusal to work in violation of C. above or other interruption of work during the life of this

AGREEMENT shall constitute cause for discharge or other disciplinary measures of the employee or employees who participate therein or are responsible therefore.

ARTICLE TEN - LEAVE WITH PAY

10.01 Sick Leave

Each employee shall be entitled to earn sick leave credits at the rate of one (1) hour for each 17.3 hours worked.

10.02 On July 1st of each year the accrued and unused portion of annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred fifty (250) days.

10.03 Any 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.

10.04 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.

10.05 All job classifications eligible for sick leave may be granted sick leave with full normal pay when absent from work and entitled to such leave in accordance with Section 3319.141 of the Ohio Revised Code. Examples include personal illness or incapacity; illness of a member of the employee's immediate family; i.e., parent, brother, sister, husband, wife, or children or enforced quarantine of the employee.

10.06 The EMPLOYER shall require each employee to furnish a written, signed statement on forms provided by the EMPLOYER for use of sick leave within one (1) calendar day following the last sick day of absence. If medical attention is required, the employee's statement shall list the name of the attending physician and the date the physician was consulted. The filing of any false statement by an employee shall be considered by the EMPLOYER as grounds for disciplinary action.

10.07 Each newly hired employee and each employee having exhausted all available sick leave, may be given an advance of sick leave, as prescribed and as limited by the Ohio Revised Code, Section 3319.141.

10.08 Personal Leave/Emergency Leave

A. Subject to the conditions set forth herein, employees shall be eligible to receive up to four (4) days of Personal/Emergency leave from July 1 to June 30 of each year, to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved leave.

1. Emergency leave shall be for a minimum of one-half (1/2) hour increments and must be for a justifiable reason. An emergency shall be defined as an incident which prevents the employee from securing advance approval for personal leave. Emergencies shall include the following:
 - a. Accidents in the immediate family, i.e., father, mother, child, or current spouse of employee.
 - b. Road conditions making it impossible to report for work. (Every effort should be expended to report for work, even though the hour may be late.)
 - c. Disaster affecting employee's own family or family property.

For purposes of this provision, the term "family" is limited to the employee, employee's current spouse, or dependent of employee residing in the household of the employee. For purposes of this provision, a "disaster" shall be defined as "a sudden, unexpected and unanticipated calamity which produces material damage, loss and distress." Examples of a calamity include but are not limited to a flood causing damage to the residence of the employee, a fire in the residence of the employee, a tornado causing damage to the residence of the employee.

- d. Other reasons as approved by the Superintendent's designee.
2. Personal leave shall be granted to employees who submit an application for such leave at least two (2) work days in advance of the day desired off to the Superintendent's designee. Such an application shall be submitted through the employee's immediate supervisor, and such supervisor shall indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half (1/2) or one (1) day segments.
3. In determining whether or not to approve any application for personal/emergency leave, the Superintendent's designee shall consider the recommendation of the employee's immediate supervisor. Such 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. Personal leave may not be taken:

During the five (5) calendar days immediately prior to and immediately following the opening day of school, and the ten (10) calendar days after the closing day of school without approval of the EMPLOYER.

- C. In the event two (2) or more employees in any unit, school, or department request personal leave on the same day and, in the judgment of the immediate supervisor, not all can be accommodated, the employee(s) with the greatest length of service with the EMPLOYER shall be given preference.
- D. The taking of Personal/Emergency leave days shall not be a charge against accrued sick leave credits.
- E. Any unused personal leave shall not be carried as an accumulation beyond the year in which it is earned.
- F. Employees serving their probationary period under this Agreement, newly-hired employees are not eligible for personal/emergency leave.

10.09 **Funeral Leave**

- A. *Immediate Family.* 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, child, parent of current spouse, grandparent, grandchild or blood relative living in the same household.
- B. *Remote Relative.* 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., half-brother, half-sister, stepbrother, stepsister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin.
- C. *Travel.* 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 will be allowed an additional absence from duty to attend the funeral of up to two (2) work days without loss of pay, by the SUPERINTENDENT, for travel time.
- D. *Proof.* Proof of death, attendance at the funeral or travel distance may be required by the EMPLOYER.

10.10 **Legal Process Absence**

- A. Absences in response to Subpoena: Employee not a party to court case or administrative hearing.

1. Statement must be signed by the employee and filed with the Treasurer stating either:
 - a. No compensation was received as a result of the court appearance, or
 - b. Compensation was received in the amount shown.
 2. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.
- B. Absence in Response to Jury Summons: There shall be no loss of salary if:
1. The employee signs a statement and files same with 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.
- C. Absence When Party to Court Action: In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of Emergency Absence as outlined.

10.11 **Assault Leave**

- A. Any employee absent from regular duties because of a physical disability resulting from an assault on the employee by a non-employee, which occurs in the course of BOARD employment, may be eligible for a leave of absence under the following conditions:
- B. The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days. The employee must furnish the SUPERINTENDENT or his designee 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 or his designee 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 or his designee 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 an employee has physically initiated an assault, and it is determined, either through 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 receiving his/her regular compensation from the BOARD and executing the necessary form so that such Workers' Compensation is paid directly to the BOARD, or by the employee following the procedure set forth in Section 11.12 B.
- I. Falsification of any statement by an employee to secure paid leave under this Article shall constitute cause for termination of the employee pursuant to Article Nine of this Agreement.

10.12 Injury Leave

- A. 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.
- B. 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 upon approval of the application to return to work at the rate of pay in effect. Such application will be made within one (1) year following the date of the exhaustion of the employee's injury leave and sick leave. This period may be extended with the approval of the EMPLOYER.
- C. In the event an employee receives a service connection 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.

10.13 **Convention/Workshop Leave**

The EMPLOYER agrees to grant, upon the request of the UNION, paid convention leave as follows: Mechanics, President and (1) one delegate and State/District officers, not to exceed two for the purposes of attending UNION conventions and/or workshops, provided however:

- A. that the total time off does not exceed four (4) 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.

ARTICLE ELEVEN - CALAMITY DAYS

11.01 The Administration will issue Closure Day Guidelines specifically addressing whether employees shall report to work during school delays and closures. Those guidelines shall be considered part of the management rights to assign employees. The most recently issued Closure Day Guidelines shall apply.

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 emergency. Hours of work are "lost" when the employee is required not to report to work in accordance with the Closure Day Guidelines, or otherwise is directed not to report or sent home by management after reporting.

Days not worked but for which pay is granted shall be limited to five (5) days in any school year.

ARTICLE TWELVE - LEAVE WITHOUT PAY

- 12.01 Non-compensated leaves of absence may be granted for the following reasons:
- A. Personal illness
 - B. Illness in the immediate family
 - C. Injury
 - D. Study
 - E. Military Service
 - F. Family and Medical Leave Act (FMLA)
- 12.02 The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a year shall be calculated on an individual and rolling basis. In complying with the FMLA, the employer will adhere to the requirements of the collective bargaining agreement, applicable federal and state laws and regulations.
- 12.03 Leaves of absence may be authorized only by the EMPLOYER upon the recommendation of the SUPERINTENDENT. Failure to report for duty following expiration of a leave of absence, unless additional absence is authorized or failure to comply with the provisions of such leave may be considered by the EMPLOYER as a termination of contract by the employee.
- 12.04 Applications for all leaves must be filed with the Superintendent's designee, and should specify the anticipated duration of the leave. Applications for unpaid leave for personal illness, or for illness in the immediate family must be accompanied by a statement from the attending physician verifying the basis and need for such leave. Applications for all other unpaid leaves must include a statement justifying the need before permission can be granted for such leave.
- 12.05 Applications for reinstatement shall be made within thirty (30) days before the expiration of a leave of absence. Upon return from leave status, the employee will be returned to the same position that the employee held at the time said leave commenced, if available; if not, to an equivalent position, if available; otherwise, to the next open position within the employee's classification.
- 12.06 Any employee who uses the leave granted under this section other than for the purpose for which it was granted shall be subject to discharge.

ARTICLE THIRTEEN - HOLIDAYS

13.01 The following days shall be considered holidays:

| | |
|------------------------|-------------------------------|
| New Year's Day | Friday after Thanksgiving Day |
| Martin Luther King Day | Christmas Eve |
| Good Friday | Christmas Day |
| Memorial Day | New Year's Eve |
| Juneteenth | |
| Thanksgiving Day | |

In addition, the following days shall be considered holidays for those employees who are scheduled to work immediately prior to the holiday:

| | |
|------------------|-----------|
| Independence Day | Labor Day |
|------------------|-----------|

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

13.02 For purposes of this Article, a day of holiday pay shall be calculated as follows:

- A. If the employee is assigned to a run or regular assignment at the time the holiday is taken, the employee will receive the number of hours he/she is regularly scheduled to work on said run or assignment for each day of holiday taken.
- B. If the employee is not assigned to a run or regular assignment at the time the holiday is taken, the employee will receive the average daily number of hours worked by the employee in the pay period prior to the pay period in which the holiday leave is taken for each day of holiday taken.

13.03 An employee shall be eligible for holiday pay provided: (a) such employee performs work for the EMPLOYER in the week in which the holiday occurs, except with respect to Christmas and New Year's Eve this requirement shall be satisfied if the employee works on the last school day before and on the first school day after the scheduled Christmas-New Year school break; and (b) such employee works his/her last full scheduled work day prior to and his/her full scheduled work day after such holiday.

13.04 An employee who is otherwise eligible for holiday pay but fails to work the scheduled work day immediately preceding and immediately following the holiday shall receive holiday pay if the reason for failure to work is due to any of the following:

- A. Personal illness, provided that the EMPLOYER may request a doctor's statement and withhold payment until it receives the statement;
 - B. Work-related injury;
 - C. Death in the family, which would entitle the employee to benefits set forth in Article Eleven, Section 10;
 - D. Legal process absence, as set forth in Article Eleven, Section 11; or
 - E. Personal/Emergency leave as set forth in Article Ten, Section 09.
- 13.05 Employees who are scheduled to work and actually do perform regular service on holidays shall receive compensation at the rate of two times their applicable rate of pay.
- 13.06 If any of the above named holidays occur during a period of layoff, leave of absence or other period when the employee is off the active payroll of the EMPLOYER, the employee shall not have the right to holiday compensation.

ARTICLE FOURTEEN - VACATIONS

- 14.01 Vacation pay shall be computed on the basis of the employee's work day as defined in Article Twelve of this AGREEMENT.
- 14.02 Employees will be eligible for vacation after completing one year of employment. If required to work on vacation, employee will be paid at a rate of time and one-half (1½). Vacation time will be returned if called off vacation to work.

No vacation allowance may be earned during the period of leave of absence or suspension.

- 14.03 The vacation allowance for employees scheduled to work on a twelve (12) calendar month basis is as follows:

| <u>Calendar Years of Continuous Service</u> | <u>Number of Days Allowed for Vacation Annually</u> |
|---|---|
| Over nine months but, less than one year | 1 day per month of employment |
| One year | 12 days (less any vacation days taken under 1 above |
| Two years | 13 days |

| | |
|----------------------|-----------------------------------|
| Three years | 14 days |
| Four years | 15 days |
| Twelve years or more | 5 extra days of vacation annually |

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

- 14.04 An employee who has worked for the EMPLOYER for at least ten (10) months and who severs employment with the EMPLOYER shall be paid for the number of earned vacation days.
- 14.05 Employees shall be permitted to take vacation throughout the calendar year based on production requirements. The EMPLOYER reserves the right to limit the number of such employees who will be permitted to take vacation days off. Factors considered as to which employees will be permitted to take vacation may include, but not limited to, number of employees needed, seniority date, and date request was submitted.

ARTICLE FIFTEEN - LONGEVITY BONUS

- 15.01 After (15) fifteen years of service, an employee will receive a longevity bonus of \$650 (six hundred and fifty dollars) per year, payable in one lump sum by the second pay period following the employee's anniversary date.

After twenty (20) years of service, an employee will receive a longevity bonus of \$700 (seven hundred dollars) per year, payable in one lump sum by the second pay period following the employee's anniversary date.

ARTICLE SIXTEEN - DIRECT DEPOSIT

- 16.01 An employee's salary shall be paid by direct deposit to a bank(s) and/or savings and loan institution(s) selected by the employee and within the distributing financial institution's network.

ARTICLE SEVENTEEN - SEVERANCE ALLOWANCE

- 17.01 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.

17.02 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 AGREEMENT.

17.03 Conversion Factor

All sick leave accumulated by an employee up to a maximum of two hundred (200) days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

| <u>Length of Service</u> | <u>Maximum Severance Pay Days</u> |
|--------------------------|---------------------------------------|
| Less than 5 years | 0 days |
| 5 years to 15 years | 40 days |
| 15+ years | 50 days |

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

17.04 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.

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

ARTICLE EIGHTEEN - INSURANCE PROGRAMS

18.01 The Dayton Board of Education will pay 85% of the monthly premium for health insurance while the full time employee will pay 15%.

Effective January 1, 2015 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.

The Board will contribute its required share towards the deductible as part of the first payroll of the calendar year.

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

| High Deductible Health Plan with Health Savings Account | | |
|--|--------------------------|-----------------------|
| | In-Network | Out of Network |
| Deductible - Non-Embedded | \$1,500/\$3,000 | \$4,000/\$8,000 |
| Coinsurance | 100% | 70% |
| OOPM | \$3,500/\$6,850 | \$5,000/\$10,000 |
| Lifetime Maximum | Unlimited | Unlimited |
| ER | \$150 Copay Per Visit | \$150 Copay Per Visit |
| Hospital -Inpatient/Outpatient | Subject to Deductible | Subject to Deductible |
| Professional Services | Subject to Deductible | Subject to Deductible |
| Physician Office | \$20 PCP/\$40 Specialist | Subject to Deductible |
| Urgent Care | \$50 Copay Per Visit | Subject to Deductible |
| all other medical benefits subject to deductible and coinsurance Copays listed above do not count towards the deductible, but they do apply to the OOPM | | |
| Rx-Tier 1 | \$10 | Subject to Deductible |
| Rx-Tier 2 | \$30 | Subject to Deductible |
| Rx-Tier 3 | \$50 | Subject to Deductible |

Wellness Initiative

Effective Jan. 1, 2018 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.

Vision Insurance

The Board shall pay 90% of vision insurance; 10% shall be paid by the employee.

The Dayton Board of Education will pay 90% of the monthly premium for Dental benefits while the full time employee will pay 10%.

18.02 Favored Nations

The Mechanics bargaining unit will be offered the same benefits and/or rates if any other bargaining unit negotiations language providing greater or different hospitalization benefits or rates of contribution.

18.03 Medical and Dental Enrollment

A Medical Insurance Program shall be available to accordance with the provisions of this article for all Mechanics employees covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Human Resources department. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Mechanics employees at the time of employment. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

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

18.04 Dental Benefits

Mechanics employees will be afforded the schedule of comprehensive dental benefits in place of January 1, 2009.

18.05 Life Insurance

Term life and accidental death dismemberment insurance will be provided by the Dayton Board of Education at no monthly premium cost to the employee.

Life insurance coverage of \$50,000 will be provided for employees who work at least 30 hours per week. Accidental death and dismemberment of an additional \$50,000 of coverage is also provided.

18.06 Supplemental Life Insurance

Mechanics employees may purchase additional life insurance above and beyond the insurance provided by the Dayton Board of Education. The employee pays 100% of the monthly premium by payroll deduction. The amounts of insurance and other rules and regulations are based on the provisions outlined by the insurance carrier.

18.07 Coverage While on Leave

The medical, dental, and employer-paid life insurance remains in effect for all enrolled employees during any period when such employee is: (1) on the active working payroll, (2) on compensated sick leave, (3) on sabbatical leave, (4) on non-compensated approved leave of less than thirty (30) days (except personal illness leave of absence), (5) on non-compensated leave for personal illness of less than ninety (90) days, or (6) working only during the regular school year and not working during the summer break period until the employee either resigns employment or fails to return to active working status at the commencement of the next school year.

Employees on non-compensated approved leaves or approved medical leave who desire to continue insurance coverage past the period for which the BOARD has agreed to continue such coverage may do so by paying the full premium for any such insurance to the Human Resources department on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the BOARD until the employee returns to active working status.

18.08 Cash Option

The BOARD will make arrangements to afford individual employees the opportunity to elect a cash option upon written request, in lieu of all medical insurance coverage provided in this article, subject to the limitation on BOARD 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 BOARD and the Building Trades

Union, but not more frequently than once in any twelve (12) month period.

On behalf of each Professional Staff Member electing the cash option under the preceding paragraph, the BOARD will pay the employee six hundred dollars (\$600.00) each year. The quarterly gross payments shall be \$150.00.

18.09 Continuation of Coverage

Continuation of health and dental insurance upon resignation or retirement will be available under the COBRA laws in effect at the time of resignation or retirement.

ARTICLE NINETEEN - CODE 125 FLEXIBLE BENEFIT PLAN

19.01 All members of the four locals of the Ohio UNION of Public School Employees (OAPSE) who are employed by the Dayton City Schools desire the Dayton City School District Board of Education to implement 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.

19.02 It is further desired that this plan 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 setup and ongoing administration of the 125 Plan, as well as the availability of supplemental health insurance benefits on a pre-tax basis, could and would be done by them at no cost. It is requested, 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.

19.03 It is further requested that during the annual open enrollment period established for 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.

ARTICLE TWENTY - SERS PICK-UP

- 20.01 The EMPLOYER shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the EMPLOYER as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the EMPLOYER, and that the amount designated as "picked up" by the EMPLOYER shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick-up," nor is the EMPLOYER'S total contributions to the State Employment Retirement system increased thereby.
- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation thereafter.
 - B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
 - C. Payment for sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
 - D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
 - E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he or she has in order to be in compliance with IRS law and regulations.

- F. The EMPLOYER is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The UNION, and its members, both severally and individually, agree to indemnify and hold the BOARD harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the BOARD in compliance with the provisions of this Article.

ARTICLE TWENTY-ONE - SAFETY COMMITTEE

- 21.01 The EMPLOYER shall establish a committee of equal numbers of bargaining unit employees and administrators to act as a safety committee and consider safety concerns of employees and the EMPLOYER, and to make recommendations to the SUPERINTENDENT or the SUPERINTENDENT'S designee for consideration.

ARTICLE TWENTY-TWO - JOB POSTINGS

- 22.01 Except during a period when employees with job classification seniority in the classifications listed in Section 30.03 below are on layoff, job openings for permanent positions in such job classifications will be filled as follows:
 - A. A notice indicating that the permanent job opening exists shall be posted on the bulletin board in the Transportation Section and in other School District buildings for five (5) work days and shall be sent to the UNION. Such notice shall indicate the position available and the date of posting. An open position shall be defined as any new position, or a position vacated by transfer, retirement, death, termination or resignation. No open position shall be filled for longer than sixty (60) days with a temporary employee.
 - B. Within five (5) work days after the dates of posting, employees with system seniority may apply for the job opening by sending a letter

to the employee's immediate supervisor and/or Superintendent's designee.

In the event a temporary employee is assigned to a position and is ultimately hired as a permanent regular employee in that position, his/her seniority date will be the date he/she became permanent.

- C. In filling the vacancy, the District will include a current mechanic in the interview process to assist in vetting technical skills. First consideration shall be given to the qualified applicants with job classification seniority in the "vehicle maintenance" job classifications. The job opening will be awarded to the most qualified applicant on the basis of job classification seniority, provided the applicant has, in the opinion of management, the best skills and present ability to perform the job among the qualified bidders.
- D. If the job classification is not filled by applicants possessing job classification seniority in the "vehicle maintenance" classification, next consideration shall be given to the qualified applicants with system seniority working in the Transportation Section. The job opening will be awarded on the basis of system seniority, provided the applicant has the skill and present ability, in the opinion of management, to perform the job.
- E. If the job classification is not filled from among the qualified applicants possessing job classification or system seniority, next consideration shall be given to the applicants with system seniority working in sections other than the Transportation Section. The job opening will be awarded on the basis of system seniority, provided the applicant has, in the opinion of the management, the skill and present ability to perform the job.

22.02 In the event an applicant with greater seniority (job classification or system, as the case may be) is not awarded the job and an employee with less seniority (job classification or system, as the case may be) is awarded the job, upon written request, the employee with the greater seniority will be furnished with a letter stating the reasons for the rejection.

22.03 The job classifications to which this procedure shall be applicable shall be as follows:

1. Mechanic
2. Lot Attendant

3. Tire Mechanic
4. Body Mechanic

22.04 **Body Repair Work and Wrecker Operation**

As required by the EMPLOYER, body repair duties or wrecker duties, to the extent practicable will be performed by a mechanic that holds a Class A and Class B CDL with an endorsement required to drive a school bus without student passengers. The District will pay the initial cost of testing for these required licenses. An employee in Mechanic Classification shall be paid at the employee's individual rate for the duties performed.

A combination CDL is required of the employee performing these duties. All mechanics must obtain a combination CDL with an endorsement required to drive a school bus without student passengers. New hires must obtain a CDL no later than ninety (90) days. The BOARD will reimburse for the cost of obtaining and retaining a CDL.

If a mechanic's CDL is suspended for a period of time, the mechanic will continue to perform his/her regular duties with the exception of operating the wrecker and/or school buses off the Board owned property. The mechanic will have up to six (6) months to restore his/her CDL/Certification and will not be terminated automatically. The Board and Union will have the right to extend the time frame under unusual conditions.

ARTICLE TWENTY-THREE - COMPENSATION

23.01 The second shift premium is guaranteed to all second shift mechanics, regardless of time of day worked. If required by manager.

The following pay rates for all employees classified as mechanics shall be effective during the term of this AGREEMENT:

The tool allowance for mechanics will no longer be part of the salary schedule.

During the 2022-2023 school year, all mechanics and lot attendants will be paid on the following respective schedules:

| <u>Mechanics</u> <u>2022-2023</u> | |
|--------------------------------------|----------------|
| <u>Years</u> | |
| <u>0-1</u> | <u>\$25.56</u> |
| <u>2-5</u> | <u>\$26.34</u> |
| <u>6-9</u> | <u>\$27.00</u> |
| <u>10-15</u> | <u>\$27.54</u> |
| <u>16+</u> | <u>\$28.40</u> |

| <u>Lot Attendants</u> <u>2022-2023</u> | |
|---|----------------|
| <u>1</u> | <u>\$16.98</u> |
| <u>2</u> | <u>\$17.16</u> |
| <u>3</u> | <u>\$17.38</u> |
| <u>4</u> | <u>\$17.60</u> |
| <u>5</u> | <u>\$17.83</u> |
| <u>6</u> | <u>\$18.16</u> |
| <u>7</u> | <u>\$18.54</u> |
| <u>8</u> | <u>\$18.95</u> |
| <u>9</u> | <u>\$19.34</u> |

*All employees employed at the time of ratification by the parties will receive a one-time, lump-sum payment of \$2,600.00.

23.02 Step 1 shall be paid during the first twelve (12) months of service in the job classification. Mechanics will advance on their anniversary date.

23.03 Step 2 shall be paid upon completion of twelve (12) months of service in the job classification.

23.04 Step 3 and thereafter shall be paid upon completion of respective twelve (12) month periods of service in the job classification.

23.05 Steps 4 through 7, as set forth in this agreement, are the equivalent of steps 1 through 4 of the salary schedule for mechanics under the previous collective bargaining agreement. Mechanics will advance on their anniversary date.

23.06 The following pay rates for all employees classified as lot/garage attendant shall be effective during the term of this AGREEMENT.

23.07 Step 1 shall be paid during the first twelve (12) months of service in the job classification.

- 23.08 Step 2 shall be paid upon completion of twelve (12) months of service in the job classification during the next twelve (12) months of service in the job classification.
- 23.09 Step 3 and thereafter shall be paid upon completion of respective twelve (12) month periods of service in the job classification.
- 23.10 Step 4 shall be paid upon completion of thirty-six (36) months of service in the job classification during the next twelve (12) months of service in the job classification.
- 23.11 Progression between steps in each classification shall be automatic. The step increases shall be effective commencing with the first day of the payroll nearest (before or after) the date of completion of the period of service required.
- 23.12 Advancement from one step to the next on the salary schedule shall be contingent upon the employee having satisfactory attendance during the preceding twelve (12) month period. Satisfactory attendance shall be defined as no more than seven (7) days absence due to illness, except for long term illness.
- 23.13 **Overtime** shall be paid for at the following rate:
- A. Time and one-half shall be paid for time worked in excess of eight (8) hours in any one day.
- 23.14 Mechanics working Saturday, Sunday or Holiday shall be guaranteed a minimum of four (4) hours.
- A. Time and one-half shall be paid for any work performed on Saturday provided the employee has worked all his/her assigned hours Monday through Friday in that week or has been paid for such hours as an excused absence in accordance with the terms of this AGREEMENT.
 - B. Double time shall be paid for any work performed on Sunday or a holiday provided the employee has worked all his/her assigned hours Monday through Friday in that week.
 - C. Lot attendants will share overtime as required on a seniority basis.
 - D. Overtime schedules for the weekend will be posted during the first shift on Thursday.
 - E. Two (2); fifteen (15) minute breaks per day.

- 23.15 Each garage employee shall receive a 30-minute uninterrupted lunch period each day. If a garage employee is assigned work duties during this period, he/she shall be compensated for thirty (30) minutes at one and one-half times his/her regular rate of pay, provided such employee works his/her regularly scheduled eight (8) hour shift on that day. If not, the employee shall be compensated at his/her regular hourly rate of pay.
- 23.16 Overtime may be required based on the operational needs of the EMPLOYER. When the EMPLOYER decides to schedule an employee or employees on a shift as required by its needs, the employee or employees on that shift will be scheduled by the supervisor on the basis of seniority provided the employee(s) has the skill to perform the required work.
- 23.17 Overtime will be rotated on a seniority basis; the high senior employee will be asked first and so on until all employees are asked. If all employees refuse to work the overtime, the lowest senior employee or employees will be required to work the overtime. The employee or employees who refuse to work overtime will be charged for work not performed.
- 23.18 The EMPLOYER will keep a separate list for Saturdays and holidays for mechanics. Management will call in two mechanics when management deems necessary.
- 23.19 At nights or holidays when mechanics are not required, buses will be monitored by management. If a bus breaks down, management will call in two (2) mechanics qualified to tow and/or repair it. Mechanics will be required to work scheduled shifts when buses are out as determined by management. Mechanics may also be called out to service all Board owned or operated vehicles.
- 23.20 Those employees who become A.S.E. certified mechanics shall be entitled to eighty-five dollars (\$85.00) per certification, per year. Employees receiving certification anytime during a fiscal year may submit the certification and receive compensation for same. Employees with existing certifications shall submit the certifications by August 1, of every year in order to receive compensation. Compensation shall be made within thirty (30) days of the submission of the certificates.

The Board of Education shall be responsible for the cost of the testing. Second (2nd) shift employees will be allowed to take the tests that are given in the evening, with no loss of pay.

ARTICLE TWENTY-FOUR - MISCELLANEOUS

24.01

- A. There will be a training committee established to determine the type of training to be offered and scheduled. The committee shall consist of the Union President and one other Union member, and two (2) Administrators or designees. The training committee shall meet at least quarterly to make recommendations as to what training is needed and submitted for board reimbursement. The training committee shall meet once every month to determine required training. Once training has been determined, all cost shall be processed within 30 days.
- B. It is agreed that the Board will furnish training for the DPS mechanics, when it is determined that it is needed. The mechanics will be paid time an one-half (1 ½) if the training is performed on a Saturday, or after forty (40) hours.

24.02 **Uniforms/Mechanics.** Board will agree to provide new uniforms to the mechanics commencing January of each year that intended to last for the entire year. The employer will provide reimbursement for work shoes and clothing (jackets are included as part of the uniform) not to exceed three hundred dollars (\$300.00) for each year of the agreement and reimbursement will be made no later than thirty (30) days after the submission of the receipt. If the agreement is re-opened by the parties pursuant to an economic re-opener, the amount of reimbursement will be subject to the re-opener negotiations for each remaining year of the agreement.

In the rare instance, when an employee deliberately destroys or alters the uniform, that employee will be responsible for replacement.

24.03 Prior to the start of each school year, all garage employees will have the option to bid on shifts and be awarded such bids based on seniority, provided such employees have the ability to perform the work, as determined by management. This will not apply to body shop or tire mechanics.

24.04 A mechanic will be placed in the Lead Mechanic (or equivalent) position during the absence of the Lead Mechanic. The Mechanic selected will be compensated at the Lead Mechanic rate of pay for all hours worked as Lead Mechanic. The selection of the Lead Mechanic will be done by seniority. Employees are placed on the list based on classification seniority in order of most senior to least senior. In the event of an absence of the Lead Mechanic, requiring use of this list, employees will be called in order of seniority, most senior to least senior, until the list is exhausted. If an employee refuses a Lead Mechanic opportunity or is not reachable when their contact number is called, the employee will be charged with the Lead Mechanic opportunity as if it was worked. If every mechanic refuses the position during any given shift, and EMPLOYER is required to assign a mechanic, the least senior mechanic will be assigned first, and thereafter future assignments will be rotated among the mechanics by assigning the next least senior mechanic.

24.05 The EMPLOYER agrees to grant upon the request of the UNION, paid convention leave for the purpose of attending UNION conventions and/or workshops as follows:

Mechanic-President and one (1) delegate.

- A. The total time off does not exceed three (3) days, per person during any one (1) year of this contract.
- B. A written notice specifying the names of the employees attending the convention is furnished by the UNION two (2) weeks in advance of the period desired.

24.06 Employees will have a six (6) minute grace period upon clock-in. The employees will be considered late if he/she clocks in seven (7) or more minutes after his/her start time.

ARTICLE TWENTY-FIVE -- WORKPLACE INJURY

25.01 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.

25.02 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.

25.03 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.

25.04 **Employee Rights**

- 25.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 25.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 25.05.3 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.

- 25.04.4 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.
- 25.04.5 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.

25.15 **Assault Leave**

Since BWC compensable assaults are work-related, cap shall be provided as noted above as and for the assault leave. An assault is deemed as a criminally punishable act by a pupil against an employee of the District causing a BWC compensable injury. This section describes additional requirements for the granting of Salary Continuation in assault situations.

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

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

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

File a workers' compensation claim to be eligible for Salary Continuation which, if granted, will replace BWC payments that would otherwise be made during the period of Salary Continuation. There is no loss of seniority while on cap and all insurances shall remain in effect. In the case of dispute as whether the employee initiated the

assault, the determination by the BWC, the Industrial Commission, or a court of competent jurisdiction shall be controlling. If it is determined that cap should not have been paid, the employee will be liable for a return of those funds, by payroll deduction or otherwise, at the discretion of the employer, cap for assaults shall not be charged to sick leave.

25.16 **Merger**

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

ARTICLE TWENTY-SIX – TRANSITIONAL DUTY

26.01 **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.

26.01.1 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.

26.01.2 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.

26.01.3 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.

26.02 **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.

26.03 **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.

26.04 **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.

26.05 **Refusal of Transitional Duty**

26.05.1 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.

26.05.2 An employee may elect to use sick 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.

26.06 **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.

ARTICLE TWENTY-SEVEN - DURATION OF AGREEMENT

27.01 Duration shall be one (1) year – July 1, 2022, through June 30, 2023.

27.02 This Agreement is subject to all existing statutes of the State of Ohio, the Ohio Pupil Transportation Operation and Safety Rules, Civil Service Rules and Regulations, and Board of Education Policies, Rules and Regulations; provided, should any change be made in any statute of the State of Ohio, Civil Service Rule or Regulation, or Board of Education Policy, Rule or Regulations which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of the AGREEMENT shall remain in full force and effect. If any court of competent jurisdiction determines that any provision of this AGREEMENT is illegal, then such provision shall automatically terminate, and the remainder of this AGREEMENT shall remain in full force and effect.

27.03 This AGREEMENT shall be effective as of the date of signing hereof by the parties or the implementation hereof by the BOARD and shall remain in effect through June 30, 2023 and thereafter for successive periods of twelve (12) months unless either party to this AGREEMENT between one hundred and twenty (120) days and sixty (60) days prior to the expiration of any such period, notifies the other of its desire to terminate, modify or amend this AGREEMENT. Within ten (10) days after such notification is served, or other mutually agreed upon date, a meeting shall be held between the parties.

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

OHIO UNION OF PUBLIC
SCHOOL EMPLOYEES,
MECHANICS – CHAPTER #156

By: _____
Elizabeth Lolli
Superintendent

By: _____
Mike Mayor
President

By: _____
Teresa Prince
Executive Director of
Transportation

By: _____
Keith Stiverson
OAPSE Field Representative

APPROVED:

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

By: _____
Board President

By: _____

Treasurer

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