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**AGREEMENT**  
**Between**  
**THE**  
**BOARD OF EDUCATION OF THE**  
**SCHOOL DISTRICT OF THE**  
**CITY OF DAYTON, OHIO**  
**AND**  
**THE**  
**OHIO ASSOCIATION**  
**OF**  
**PUBLIC SCHOOL EMPLOYEES**  
**CLERICAL CHAPTER 158**

**EFFECTIVE**  
**July 1, 2017 through June 30, 2020**  
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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 (EMPLOYER) and THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER #158, hereinafter referred to as "ASSOCIATION."

### **ARTICLE ONE - PURPOSE**

- 1.01 The purpose of this AGREEMENT is to set forth certain policies of the BOARD as such policies define the rights and responsibilities of the employees in the ASSOCIATION with respect to wages, hours, fringe benefits and other terms and conditions of employment.
- 1.02 The ASSOCIATION recognizes the BOARD as the elected representatives of the citizens of the School District, and recognizes the Superintendent as the individual charged with the responsibility under statutes of the State of Ohio for administration of policy as adopted by the BOARD and for the administration of the affairs of the School District. Nothing in this AGREEMENT shall be interpreted as a delegation by the BOARD of its statutory authority, or as a delegation by the BOARD or the Superintendent of the authority of the Superintendent. Nothing in this AGREEMENT shall be interpreted to be in conflict with the duties and responsibilities imposed on the BOARD or Superintendent by law.
- 1.03 The EMPLOYER and the ASSOCIATION mutually intend that the provisions set forth in this AGREEMENT be consistent with statutes of the United States and the State of Ohio, and Rules and Regulations of the Civil Service Board for the Dayton City Public School District.

### **ARTICLE TWO - RECOGNITION**

- 2.01 The EMPLOYER hereby recognizes the ASSOCIATION for the term of this AGREEMENT as the sole and exclusive collective bargaining representative for all employees in the following described unit:

All full-time and regular part-time secretarial and clerical employees of the EMPLOYER, including all job classifications listed in Addendum No. 1 hereto, but excluding Supervisors, Management, all other employees of the EMPLOYER, and because of their confidential employment, the following positions: Confidential. The PBX operator is hereby recognized as an ASSOCIATION position upon the position becoming a vacant position after October 1, 2001. Once the position becomes an ASSOCIATION position, the Employer may use non-ASSOCIATION employees for supplemental/substitute coverage as needed.

- 2.02 The term "employee" as used in this AGREEMENT shall refer only to those persons included in the ASSOCIATION.

2.03 All employees who, sixty (60) days from the date of hire are not members in good standing of the ASSOCIATION, are required to pay the ASSOCIATION a fair share fee as permitted by the provisions of Section 4117.09(c) of the Ohio Revised Code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the ASSOCIATION. Nothing herein shall be construed as requiring any employee to become a member of the ASSOCIATION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The ASSOCIATION 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.

2.04 When an employee is hired, and annually thereafter, the ASSOCIATION will notify him/her in writing of the fair share fee provision of this AGREEMENT. The notification will include the following:

- A. A financial list of expenditures made by the ASSOCIATION during its most recently completed fiscal year, verified by an independent auditor, with an explanation of expenses chargeable to the realm of collective bargaining, an explanation of the portion of the fair share fee that is chargeable to non-members, and the method used to calculate the chargeable proportion.
- B. Notification that employees are obligated to pay their fair share fee, but are not obligated to pay that part of the fee that goes to support partisan politics or ideological causes not germane to the work of the ASSOCIATION in the realm of collective bargaining.
- C. Notification that non-members who contest the amount of the fair share fee must object in writing. The procedure for lodging such objection will be clearly explained to the employees. The time for filing the objection must be no later than fifty-five (55) days from the employee's date of hire.
- D. Notification that if a non-member objects, then the non-member will be entitled, prior to any fair share fee being deducted from his/her wages, to an advance reduction of the fair share fee in an amount equal to the amount of money paid by the ASSOCIATION during its most recently completed fiscal year for non-chargeable expenses. Further notification that upon receipt of a timely objection, the ASSOCIATION will escrow the remainder of the non-member's fair share fee in an interest-bearing escrow account pending a decision on the objection by an impartial decision maker.
- E. Notification of the procedure established by the ASSOCIATION to have an employee's objection submitted to an impartial decision maker for final and binding decision with respect to the amount of ASSOCIATION expenses properly chargeable to the realm of collective bargaining. That amount shall be the amount of the fair share fee charged to all objecting employees until another decision by an impartial decision maker is issued with respect to this subject.

The ASSOCIATION agrees to annually provide the BOARD with the financial information referred to in Section 2.03 A above, and to immediately notify the BOARD if an employee files an objection as set forth in Section 2.03 C above. The amount to be deducted from such employee's wages as the fair share fee shall be the amount deducted from the wages of union members, less the amount of non-chargeable expenses as set forth on the ASSOCIATION's financial information. The ASSOCIATION will provide the BOARD with a copy of all decisions issued by impartial decision makers with respect to objections made by non-members.

2.05 ASSOCIATION Dues Check-Off

- A. The EMPLOYER agrees to honor any check-off authorizations executed by any employee in favor of the ASSOCIATION. Dues deductions in accordance with check-off authorizations will be remitted by the EMPLOYER monthly to the ASSOCIATION's Columbus, Ohio office. Dues deductions shall be evenly divided based on the number of pays to be received annually.
- B. The EMPLOYER agrees to notify the ASSOCIATION if any employee sends notification of revocation of any check-off authorization to the EMPLOYER. The ASSOCIATION 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.

2.06 The ASSOCIATION 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 ASSOCIATION to the EMPLOYER.

2.07 A deduction for the Public Employees Organized to Promote Legislative Equality (People) legislative program shall be established for OAPSE Local 158. Participation in the deduction shall be strictly voluntary. The deduction shall be permitted provided that ASSOCIATION members volunteer to participate.

2.08 The Union shall be permitted to speak with new employees for a period of 15 minutes during a scheduled department in-service to discuss Union membership 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, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal for just cause of all personnel.

## **ARTICLE FOUR - WAGES AND INSURANCE**

### **4.01 Wages**

- A. Wage rates for all employees shall be as set forth in Addendum No. 1 attached hereto and made a part hereof.
- B. The Board shall make electronic transfers for all employees and direct deposit of payroll is required for all employees. Sign up for direct deposit can occur at any time in the calendar year. All employees' salaries 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, no later than the Monday following the pay date. If the pay date is other than a regular pay dates, the electronic transfer to the distributing financial institution will be made no later than the date that paychecks are distributed.

### **4.02 The insurance program for all employees shall be as set forth in Addendum No. 2 attached hereto and made a part hereof.**

### **4.03 COBRA Rights: Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:**

- A. Termination of the employment, layoff or reduction in the hours of employment, of the employee;
- B. Death of the employee;
- C. Eligibility of the employee for Medicare;
- D. Divorce or separation from the employee; or
- E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.);

shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination,

layoff or reduction in hours, and 36 months for the other above-stated reasons.

4.04 Continuation coverage elected pursuant to §4.03 above shall terminate if any of the following events occur:

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

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

## **ARTICLE FIVE - ASSOCIATION RIGHTS**

5.01 Upon the request of either party to this AGREEMENT and with no less than five (5) working days' notice, a Labor/Management meeting shall be convened at a time and place of mutual agreement. The requesting party shall at the time of request, list any and all topics to be discussed. Each party shall be limited to a maximum of four (4) participants unless mutually agreed otherwise.

5.02 The ASSOCIATION Representatives may consult with the employees in the employee unit before the start of and at the completion of the day's work, and the Representatives shall be permitted access to work areas where such employees are employed or working at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this AGREEMENT; provided, however, before consulting with any individual in the employee unit regarding any matter, the Representatives must secure the permission of the individual's supervisor. Permission to consult with individuals in the employee unit will not be unreasonably withheld, but may be delayed only if the visit, at the time desired, in the opinion of the supervisor, interferes with the normal work duties of the employee to be contacted.

5.03 The ADMINISTRATION shall provide the ASSOCIATION's current president with current seniority lists within 30 days of July 1<sup>st</sup> and January 1<sup>st</sup> of each year.

5.04 The ASSOCIATION, upon the prior approval of the SUPERINTENDENT, may post non-political notices of official ASSOCIATION business upon the designated areas of school buildings, Administration and Service Building bulletin boards. As used in this Article, "political" refers to issues and candidates other than internal ASSOCIATION politics.

- 5.05 The ASSOCIATION may use the school mail service and/or the school district electronic mail service for the distribution of non-political notices of official ASSOCIATION business which have been approved by the SUPERINTENDENT or his/her designee for posting or distribution to employees. Such approval shall not be unreasonably withheld.
- 5.06 The ASSOCIATION shall be afforded the use of the EMPLOYER'S schools and buildings as prescribed in the Manual for Use of School Buildings and Grounds adopted by the BOARD.
- 5.07 The ASSOCIATION President shall receive a copy of the BOARD Agenda in advance of each meeting.

#### **ARTICLE SIX - WORKING CONDITIONS, HOURS OF WORK, AND OVERTIME**

- 6.01 The EMPLOYER will pay for overtime worked at the rate of time and one-half for all hours over eight (8) worked on any day, or for all hours over forty (40) worked in any work week; provided, however, that if an employee fails to work all scheduled hours during the week due to an unauthorized absence (excluding sick leave, holidays, personal leave, vacation and similar approved absences), then the daily overtime provision will not be applicable. All overtime hours shall be approved in advance by the department designated by the Superintendent.
- 6.02 The employer will offer overtime to the ASSOCIATION member regularly assigned those duties. Otherwise the employer will make a reasonable effort to offer overtime work to an ASSOCIATION member on a rotating basis from the most senior to the least senior, within a classification in a specific department/building, before offering the work to a non-ASSOCIATION member, except in the case of an emergency situation.
- 6.03 The normal schedule of hours for regular full-time employees shall consist of either six (6), or eight (8) consecutive hours of work, five (5) consecutive days per week, Monday through Friday.
- 6.04 The normal schedule of hours for regular part-time employees shall consist of less than six (6) hours of work, five (5) consecutive days per week, Monday through Friday.
- 6.05 Employees must accurately record hours worked by means of a time clock, where available, or by means of a time sheet.
- 6.06 The regular hours of work for employees assigned to the Administration and Service Building shall be scheduled between 7:30 a.m. and 4:30 p.m. with a (1) one hour lunch break. Exception shall be permitted only upon the written request of the employee's Supervisor/Department Head to the Superintendent's designee. The hours of work in all other buildings shall be scheduled by the

Building Administrator, with a half hour lunch break, at the discretion of the Building Administrator. It is the responsibility of the building administrator to arrange for office coverage so that the clerical can take breaks and lunch breaks.

- 6.07 When employees report for work during a condition at their work location which jeopardizes their safety and health, or when the temperature in the building drops below 55° Fahrenheit, the superintendent or his/her designee may either reassign such employees to other work locations for the remainder of that day, or discontinue their employment for that day without loss of straight time pay.
- 6.08 In accordance with the provisions of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to an epidemic or other public calamity. Hours not worked but for which pay is granted shall be limited to the hours not required to be "made up" in any school year. Examples of a public calamity include: (a) tornado, (b) flood, (c) ice condition, (d) snowstorm, (e) other calamity situations as determined by the SUPERINTENDENT. A public calamity does not include any school or building closing necessitated by (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel.
- 6.09 Any employees required by the EMPLOYER to work, and working during the time that the school or building in which they are employed is closed by order of the SUPERINTENDENT due to an epidemic or other public calamity as described in 6.08 above, shall be compensated at their regular salary for the day as if worked and straight time hourly rate for all hours actually worked during such epidemic or public calamity in such building. Those employees required to work and working on days in excess of the days cited in section 6.08, shall be paid at their normal hourly rate of pay for such hours worked.

Employer shall annually make and circulate by December 1<sup>st</sup> of each year, a list of "Designated Personnel" who will be scheduled to work in their buildings on days when their buildings are closed. It is understood that the EMPLOYER shall have the right to determine whether or not an employee shall be required to work during such emergencies in such building.

- 6.10 Any employees who report for work during an emergency created by a riot or public disturbance in the area of the school requiring the school to be closed to students and all other staff regularly assigned to the school, except Security Resource Officers or other Security Personnel shall be compensated at straight time for all hours worked during times when their school or building is closed. Employees who are assigned to a different building during such an emergency shall receive their regular rate of pay.
  - A. Employees not regularly scheduled to work on Saturday who are called in to work shall be guaranteed a minimum of three (3) hours work and shall be

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

- B. Employees not regularly scheduled to work on Sunday who are called in to work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of double their regular rate of pay for all such hours worked on Sunday.
- C. Employees who accept work assignments on Saturday or Sunday who voluntarily choose not to work the minimum number of guaranteed hours shall be compensated only for actual hours worked.
- D. Employees who are required to work a holiday shall be paid holiday pay plus double their regular rate of pay for all such hours worked.

6.11 There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, the higher rate shall be paid.

6.13 The performance of any work off the premises of the EMPLOYER shall not be permitted, unless approved in advance and in writing by the Superintendent's designee.

6.14 ASSOCIATION Employees shall be permitted to take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. A fifteen (15) minute break is not to be taken at the close of the day to permit early dismissal, or at the beginning of the day to permit late arrival. Breaks may be taken in combination with lunch break with prior approval of the employee's supervisor.

6.15 It shall not be the responsibility of any ASSOCIATION employee to discipline any child. Supervisors are **encouraged not to use clerical employees** to routinely supervise children in the office or after school class hours for extended periods of time.

6.16 Supervisors are **encouraged not to use clerical employees** to routinely supervise children in the office or after school class hours for extended periods of time. In the event any clerical employee is asked to extend their hours to supervise children, they will be compensated as per Article VI (6.01)

6.17 Employees shall be subject to the Rules and Regulations developed by the Building Administrator or Department Head, provided such Rules and Regulations are not inconsistent with the terms of this AGREEMENT or Law. All such Rules and Regulations established by the EMPLOYER shall be in writing and shall be communicated to the employees and to the ASSOCIATION.

6.18 User meetings shall be used for the purpose of education and training of clerical and data entry personnel. User meetings shall also be used for the purpose of correcting systemic errors. Documents circulated at user meetings shall not be used for the purpose of discipline or reprimand of ASSOCIATION employees.

6.19 **Dispensing of Medicine.** An employee who voluntarily accepts and assume the duties of dispensing medication and providing first aid to pupils in school buildings for the school year; and who has received the proper certified training provided by the Employer, upon completion of one quarter, that clerical employee shall be entitled to receive a quarterly incentive in the amount of \$150.00

6.20 Any case of physical assault suffered by an employee shall be reported immediately in writing to the immediate Supervisor and/or the Superintendent's designee. The employee shall list witnesses to the assault and document the occurrence. Signed statements shall be dated and filed.

## **ARTICLE SEVEN – DISCRIMINATION**

7.01 There shall be no intimidation nor shall there be discrimination by the EMPLOYER or the ASSOCIATION against any employee as a result or because of such employee's race, color, sex, handicap, age, religion, national origin, or membership status in the ASSOCIATION.

## **ARTICLE EIGHT - EMPLOYEE EVALUATION/PERSONNEL FILES**

8.01 The employee shall be evaluated each school year, on or before April 30th, by the employee's immediate supervisor(s). If there is more than one (1) Supervisor during this time, then the combination of Supervisors shall take part in the one (1) evaluation. Each evaluation shall be reviewed with the employee by the employee's immediate supervisor(s) within such time frame.

8.02 Employees will have the opportunity to address, in writing, any issues or disputes resulting from the evaluation. Any written document, submitted by the employee, will be attached to the evaluation and retained in the employee's personnel file.

8.03

A. Prior to any material being placed in an employee's personnel file (including material contained in files maintained by any Building Administrator or Department Head), which may be considered critical of the employee's conduct, performance, character or personality, the employee will be afforded an opportunity to read the material and respond in writing. The employee shall sign the material as an acknowledgment of having read it, and the employee's Supervisor shall sign the response as an acknowledgment of having read it. The employee's reply will become a part of the personnel file and be maintained as long as the item in question is part of the file.

B. Anonymous letters or material shall not be placed in an employee's files, nor shall they be made a matter of record.

- C. Material in the personnel file older than eighteen (18) months will not be used when disciplining or considering the promotion of any employee, except when such evidence demonstrates a pattern or practice of conduct.
- 8.04 An employee may periodically review his/her personnel file, and may read and copy, at the employee's expense, any documents contained in the file.
- 8.05 Materials placed in the personnel files of ASSOCIATION employees may be removed from the personnel file by mutual agreement of the employee and Superintendent or her designee. All negative materials shall be removed from the personnel file after twenty-four (24) months, upon request of the ASSOCIATION employee, if there has been no negative incidents involving the employee.
- 8.06 Materials relating to a specific incident or occurrence cannot be placed in an ASSOCIATION employee's personnel file after thirty (30) days from the date of the incident or occurrence, or within thirty (30) days from the date of the employer's knowledge of the incident or occurrence, whichever is later.

## **ARTICLE NINE: STAFF DEVELOPMENT COMMITTEE**

- 9.01 ASSOCIATION employees may form a committee of four (4) ASSOCIATION employees for the sole purpose of planning a day of Professional Development activities. This event may be held during the workday. The activities shall be related to the District's clerical workforce and duties and shall include a block of time up to eight (8) hours. The committee shall present its agenda to the Human Resources Department forty-five (45) days in advance of the event. All clerical employees shall be required to sign in and out at the event and such documentation shall be provided to the Human Resources Department following the event. The District shall not be obligated by any provision herein to fund any activity or expense, but shall make available a suitable location within the school district to hold the meeting.
- 9.02 On the first Friday after the last day of attendance for teachers and students, clerical employees shall be released with pay for the sole purpose of attending the clerical breakfast for up to one-half (½) day provided the supervisor does not deny the request to attend in writing on account of urgent necessity.

## **ARTICLE TEN- SENIORITY**

- 10.01 Seniority is that time period of unbroken, clerical employment within the current clerical classification (Classification Seniority Date). It shall include all time on sick leave, leave of absence (including military) approved by the BOARD and disability retirement up to five (5) years.

- 10.02 Continuous service is broken due to resignation, retirement for other than disability reasons, layoff in excess of recall rights, or termination, or failure to return to work at the expiration of any leave of absence.
- 10.03 In the event that two or more employees share the same classification date seniority, the tie shall be broken by using retention points. The highest number of retention points shall mean that employee has the higher seniority. In the event that the retention points are the same the tie shall be broken by using the last four numbers of the employees' social security numbers. The lower social security number shall mean the employee has seniority.

## **ARTICLE ELEVEN - PROBATIONARY PERIOD**

- 11.01 New employees shall be considered probationary employees during their first ninety (90) work days in active pay status, and may be terminated during this period without having recourse to the grievance procedure. At the conclusion of the probationary period, seniority shall accrue to such employee as of his/her first day worked. Probationary employees hired prior to ratification of this Contract by the Board of Education and OAPSE will serve a 60-day probationary period.

A probationary period may be extended for up to thirty (30) days upon agreement of the Union and the employer.

- 11.02 Probationary employees may not bid for openings until after the successful completion of their probationary period.

## **ARTICLE TWELVE - JOB POSTINGS, NEW POSITIONS, PROMOTION, TRANSFER**

- 12.01 Appointments in all positions shall be made by the BOARD, upon recommendation of the Superintendent, in accordance with the provisions of the Revised Code of Ohio, and in accordance with the Rules and Regulations of the Civil Service Board for the Dayton City Public School District.
- 12.02 Promotions shall be made by promotional examinations in accordance with the Rules and Regulations of the Dayton Civil Service Board.
  - A. The employer will request civil service examinations for all vacant positions or positions projected to be vacant from the Dayton Civil Service Board; provided however, no examinations need to be administered if there are no applicants in response to a testing announcement.
  - B. The Dayton Civil Service testing for the Dayton Public Schools will consist of one test per clerical Level.
  - C. The ASSOCIATION hereby waives any grievances which may arise in the event that the Dayton Civil Service Board fails to test for any tests requested by the Dayton City School District, provided that the Dayton City School

District can demonstrate that it requested the Dayton Civil Service Board to administer the test that would give rise to the grievance. In the event that the ASSOCIATION should be compelled to commence legal action to carry out the intent of this provision, in mandamus or otherwise, nothing herein shall be construed to prohibit the Union from including the Dayton City School District as a party defendant except, however, the ASSOCIATION agrees that it shall not seek back pay or money damages from the Dayton City School District in such action.

- 12.03 At any time within six (6) months of the EMPLOYER hiring a temporary or provisional employee, the examination for such position shall be requested if there are applicants for such an examination.
- 12.04 The EMPLOYER shall maintain and implement the roster of qualified applicants for positions/classifications of employment which shall be created by the Dayton Civil Service Board. The President of the ASSOCIATION shall be provided with a copy of the roster for promotional candidates following each administration of civil service testing set forth in this Article.
- 12.05 The employer shall email to all "ASSOCIATION" members all notifications of promotional examinations, including the date, time and place of the examination at least five (5) work days before the deadline for submitting an application for the examination. Applicants for a position for which an examination is being given, who have the qualifications to take the examination, shall be released from school or departmental duties to take the examination without loss of pay, provided the examination is not given at any time other than during working hours. All promotional job openings will be posted prior to the date of any promotional examination so that employees may apply for such job openings. A copy of all promotional exam postings shall be sent to the President of the ASSOCIATION. Any qualified applicant who is taking the Civil Service test may include one-half hour before and one-half hour after the testing time for traveling purposes.
- 12.06 Except when employees are on layoff status, the employer shall post in each building on designated bulletin boards, all vacancies for a period of five (5) working days. Job postings shall contain the following: Location, department, hours of work, months of employment, date of position, posting deadline, and funding source. At the time of posting, a copy of each job posting shall be sent to the President of the ASSOCIATION.
  - A. Within five (5) working days of the posting of a job vacancy, an employee in the job classification in which the vacancy exists, may request a transfer in writing to the Superintendent's designee by 4:30 p.m. of the fifth (5<sup>th</sup>) working day of posting. The vacancy shall be filled from among the three (3) most senior employees requesting a transfer. In the event fewer than three (3) employees request a transfer, the Employer may add sufficient applicants from either the Promotional Eligible List or Open Competitive Eligible List, to insure three (3) certified candidates. When a position is

untested, outside applicants may be added to insure three acceptable candidates. Any vacancies resulting from the transfer shall be filled in accordance with Civil Services Rules.

- B. Three qualified candidates are normally interviewed for any position. If, however, after resorting to the lateral transfer posting, the promotion list, and the open competitive list, and only two qualified candidates apply, then the Employer shall select from the two qualified candidates and not freeze or hold the position.
- C. A person must be selected for the position within thirty (30) days of all interviews having been completed.
- D. Employees selected for promotion from the eligibility list shall have the option of accepting or rejecting the position. However, employees refusing to accept three (3) successive promotional opportunities within the period that an eligibility list is effective, but in no event longer than one (1) year, shall be dropped from the eligibility list and shall forfeit the right to be on the list for a period of one (1) calendar year from the date of last refusal.
- E. Qualified applicants shall be scheduled for interviews by the Superintendent's designee with the affected Department Head, Supervisor or Building Principal. Notice of such interview shall be provided twenty-four (24) hours in advance of the scheduled time. Such notice shall be provided orally (by telephone) and either through e-mail or other written notice.
- F. When a position has been upgraded, an employee who has held the position for five (5) years or more shall be promoted to the upgraded position provided it does not result in a promotion of more than one classification level and the employee meets the requirements for the position.
- G. A mutual transfer will be considered if one clerical wants to change locations due to irreconcilable differences with an administrator and/or co-worker and there is another clerical at the same level who would like to switch positions. Both principals and both similar clericals must be in agreement with the switch.

12.07 The EMPLOYER will employ temporary assistance as business needs dictate, in accordance with Chapter 124 of the Ohio Revised Code, and the Rules and Regulations of the Civil Service Board for the Dayton City Public School District.

12.08 A promotion will be effected not later than thirty (30) working days. If a promotion cannot be effected within ten (10) working days after the successful applicant has been notified of the promotion, the EMPLOYER will begin paying the successful applicant the rate of the promotional position. In addition, the successful applicant will begin accumulating classification seniority in the new position as of the date the change in pay becomes effective.

12.09 An employee who is promoted to a position not covered by the ASSOCIATION, shall have the right once during their employment with the BOARD to revert back to the ASSOCIATION without loss of seniority or other rights, defined within the Agreement. The employee's classification seniority date will resume to the date, time and Step that was last held prior to leaving the "ASSOCIATION," provided it does not result in the displacement or layoff of any "ASSOCIATION" employee.

## **ARTICLE THIRTEEN** **JOB ABOLISHMENT, LAYOFF, REINSTATEMENT**

13.01 In case of job abolishments and/or layoff of employees, the impact of such action shall be a matter of discussion between the parties hereto in advance of the date of any layoff or job abolishment. The ASSOCIATION will be notified in writing of the names of all employees affected by layoff or job abolishment.

13.02 All job abolishments, layoffs, and reinstatements shall be made in accordance with Sections 124.321 through 124.327 of the Ohio Revised Code, and the Rules and Regulations of the Civil Service Board for the Dayton City Public School District, except that reinstatement rights shall continue for eighteen (18) months from the date of layoff and classification an system seniority shall be used in place of retention point calculations.

13.03 Any employee who is laid off while having unused sick leave, shall have that sick leave credited to him/her upon reinstatement.

13.04 In the event a job is abolished and at the same time there exists a vacancy within the unit, the displaced employee may:

- A. Accept the vacant position, or displace the least senior employee in the displaced employee's classification with the same number of hours and/or number of work weeks in a year.
- B. If the displaced employee elects to bump the least senior employee, that employee must accept the vacant position.
- C. If an ASSOCIATION employee takes a Department Support Staff position and that position is subsequently abolished or the employee is placed on lay off status, the employee may return to the ASSOCIATION, to an open or vacant position using the ASSOCIATION classification seniority date and step that was last held prior to leaving the ASSOCIATION. However, the former ASSOCIATION employee shall not be permitted to bump anyone out of an ASSOCIATION position. This provision is intended to overrule and supersede any conflicting civil service rules; however, in the event that this provision is adjudged to be invalid or illegal by a court of competent jurisdiction, then the severability rules of Article 26.01 shall apply and this provision shall be rendered to be of no force or effect.

13.05 If ASSOCIATION members are on layoff status in accordance with Article 13.02, the employer will assign such employees to an available substitute or temporary position.

13.06 The rights and benefits of ASSOCIATION members set forth in Article 13 are the rights of all ASSOCIATION members irrespective of the ASSOCIATION member's classification or position. Nothing set forth in any previous memoranda entered into between the EMPLOYER and the UNION shall be interpreted to the contrary.

## ARTICLE FOURTEEN – HOLIDAYS

14.01 The holidays in effect during the term of this AGREEMENT shall be:

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

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

14.02 If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. In the event that a holiday falls on a Sunday, the following Monday will be observed as the holiday.

14.03 Employees on the active working payroll and who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours they are regularly assigned to work, not to exceed eight (8) hours, at their applicable regular rate of pay. Employees, who are actively employed during the regular school year only, shall not receive holiday pay for holidays occurring during the summer break. Employees who are actively employed during the regular school year only shall be entitled to receive the floating holiday during the regular school year at the time designated by the EMPLOYER.

## ARTICLE FIFTEEN - VACATIONS

15.01 The vacation allowance for employees under contract on a twelve (12) 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
Two years	13 days

Three years	14 days
Four years	15 days
Twelve years or more	20 days

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

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

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

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

15.03 During any year in which an employee with less than twelve (12) years of continuous service has one hundred and twenty (120) days of unused sick leave accumulated as of January 1<sup>st</sup>, such employee shall be entitled to five (5) extra days of vacation.

15.04 Employees who work less than twelve (12) months per year shall be required to take their vacation during the time of the year they are scheduled to work. Such employees shall be required to take the maximum amount possible of their vacation during the Winter Break and Spring Break when school is not in regular session. Additional days off for vacation may be scheduled only upon approval from the employee's immediate supervisor and the SUPERINTENDENT.

15.05 Twelve (12) month employees are encouraged to take their vacation when regular school is not in session, or during the Winter and Spring Breaks when school is not in regular session. The Employer may deny a vacation request based upon the needs of the building or program, provided that the reasons for the denial are set forth in writing (for example, it would be appropriate for the Employer to deny a vacation request if the request would result in the school district incurring additional costs to hire a substitute or temporary replacement). Denials of vacation request may be appealed to the Executive Director of Human Resources.

15.06 The EMPLOYER reserves the right to limit the number of such employees who will be permitted to take vacation days off at any given time or to restrict any employee from taking vacation at any given time in order to insure efficient

operation; provided, however, all vacation must be taken during the time the employee is in active pay status. In cases where a conflict occurs between two or more employees and not all can be accommodated, the employee with the greatest length of service with the EMPLOYER shall have preference.

- 15.07 An employee eligible to take vacation days at times other than when schools are not in session are encouraged to do so in minimums of one week at a time. An employee may, however, take vacation days in increments of less than a week, i.e., one day at a time. The employee is required to give ten (10) working days' notice of his/her intent to take such vacation to his immediate supervisor or department head. In situations of personal or family illness under the FMLA, an employee shall give at least seventy-two (72) hours' notice of his/her intent to use vacation leave.
- 15.08 No vacation allowance may be earned during the period of leave of absence (except FMLA) or suspension or at any time the employee is off the active payroll.
- 15.09 An employee who has worked for the EMPLOYER for at least twelve (12) months and who severs employment with the EMPLOYER shall be paid for the number of earned vacation days.
- 15.10 Regular part-time employees, who work less than twelve (12) months per year, shall be entitled to earn vacation based on the schedule listed for full-time twelve (12) month employees as set forth in section 15.01. Regular part-time employees, who work less than twelve (12) months per year, shall be entitled to earn vacation based on Section 15.02. For part-time employees, a day of vacation, for the purpose of computation of vacation pay, shall consist of the number of hours they are regularly assigned to work each day.
- 15.11 Supervisors and principals shall be notified of vacation days available to employees under their supervision.

## **ARTICLE SIXTEEN – PAID LEAVES OF ABSENCE**

- 16.01 The definitions listed below shall refer to funeral leave and sick leave and shall apply to all employees:
  - A. "Immediate family" includes the father, mother, current spouse, child (including stepchild), brother, sister, grandparents, grandchildren, current mother/father/son/daughter/brother/sister-in-law, and any other family member who is a permanent resident of the household.
  - B. "Other relative" includes uncle, aunt, first cousin, niece, and nephew.
- 16.02 **Sick Leave**
  - A. Regular full-time employees shall receive sick leave credits at the rate of one and one-fourth (1-1/4) days per calendar month of active service.

Regular part-time or seasonal employees shall be entitled to earn sick leave credits at the rate of one (1) hour for each 17.3 hours worked.

- B. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred and fifty (250) days.
- C. 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 the employee's accumulated sick leave in accordance with the applicable law.
- D. Absence from work due to illness on holidays, non-work days and days when schools are closed by order of the superintendent, shall not have that day of absence charged against their sick leave.
- E. An employee eligible for sick leave may be granted such leave when absent from work and entitled to such sick leave in accordance with the provisions of Sec. 3319.141 of the Ohio Revised Code
- F. The employee will furnish a written, signed statement on forms provided by the employer for use of sick leave within ten (10) calendar days 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 form shall be signed (or electronically acknowledged) by the employee's immediate supervisor. The filing of any willfully false statement by an employee shall be considered grounds for disciplinary action.
- G. Each newly hired employee and each employee having exhausted all available sick leave, will be given an advance of sick leave, as prescribed and as limited by Section 3319.141, Ohio Revised Code.
- H. When necessary, sick leave may be used to supplement funeral leave where there is a death in the "immediate family" of an employee. Advance approval to use such supplemental leave must be secured from the immediate Supervisor and the Superintendent's designee. Such use of sick leave shall be for a period of up to five (5) work days.
- I. Seven (7) separate absences during the preceding rolling twelve (12) month period may indicate a pattern of sick leave abuse. Charges and specifications may be submitted for disciplinary action along with any mitigating circumstances; however, legitimate use of sick leave as set forth at paragraph 17.02 E of this collective bargaining agreement and Ohio R.C. 3319.141 shall not be construed as an abuse of sick leave. All employees with seven (7) absences in the preceding rolling twelve month period shall be counseled, but no discipline shall be considered if the absences are for legitimate purposes. A lack of counseling shall not prevent the filing of charges and specifications and the imposition of discipline. Employees

providing reasonable documentation of attendance at a doctor's appointment and who return to work the same day shall not have the absence counted for purposes of this paragraph.

#### **16.03 Funeral Leave**

- A. An employee shall be allowed three (3) consecutive work days of absence without loss of regular pay, not chargeable to sick leave, in the event of a death in the "immediate family" as defined in section 16.01 A.
- B. An employee shall be allowed one (1) work day of absence with neither loss of regular pay nor charge against sick leave, when the death is that of an "other relative" as defined in section 16.01 B.
- C. If the death of a member of the immediate family or other relative of an employee occurs at a distance greater than 150 A.A.A. miles one way from Dayton, Ohio, the employee shall be allowed an additional one (1) work day or if the distance is greater than 300 A.A.A. Miles one way from Dayton, Ohio, the employee shall be allowed an additional absence of up to two (2) work days, by the superintendent, for travel time. Upon the return from funeral leave over 150 miles, the employee shall provide reasonable documentation of attendance at the funeral for which leave was approved. Such additional days shall not be chargeable against sick leave.

#### **16.04 Personal/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 (1) hour increments and must be for a justifiable reason. 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. With the exception of one (1) personal leave day, personal leave may not be taken:

- 1) On the last work day before or the first work day after any holiday or professional day.
- 2) On the last work day before or the first work day after any approved vacation; and
- 3) For employees assigned to school buildings, during the five (5) calendar days immediately prior to and immediately following the opening day of school, and the ten (10) calendar days prior to the closing day of school.

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.

16.05 **Legal Process Absence**

A. If an employee is subpoenaed to appear as a witness in court or in an administrative hearing, he/she will suffer no loss of regular straight time compensation, provided the following conditions are met:

- (1) Immediately upon returning to work, the employee signs and files with the Treasurer, a statement showing the amount of compensation received, if any, as a result of such appearance; and
- (2) Before the end of the current pay period, the employee remits to the Treasurer the amounts of any witness fee or other compensation received, less payment made to the employee specifically for expenses incurred by reason of the subpoena; and
- (3) If the appearance does not take an entire work day, the employee works the remainder of the day.

B. If an employee is summoned for jury duty, he/she will suffer no loss of regular straight time compensation, provided the following conditions are met:

- (1) Immediately upon returning to work, the employee signs and files with the Treasurer, a statement showing the amount of compensation received; and
- (2) The employee remits the compensation received to the Treasurer before the end of the current pay period.

C. In the event of absence to attend a court or administrative hearing in which the employee is a party, the employee may use personal or emergency leave.

16.06 **Association Leave**

A. The EMPLOYER agrees to grant, upon the request of the ASSOCIATION, a leave of absence to an employee for the purpose of attending ASSOCIATION conferences or seminars requiring absences from work; provided:

- (1) That the total aggregate unit time off does not exceed one hundred and twenty (120) work hours during any one (1) year of this AGREEMENT; and
- (2) That a written notice specifying the names of the employees

attending the conferences or seminars is furnished by the ASSOCIATION two (2) weeks in advance of the period desired; and

- (3) That not more than five (5) employees shall be absent at any one time, no more than three (3) of whom shall be from the same division, no more than one (1) of whom shall be from the same school.

B. Pre-registered employees who desire to attend ASSOCIATION sponsored district in-service meetings on the EMPLOYER'S in-service day shall attend without loss of pay upon proof of attendance. 16.07

**16.07 Attendance:**

A perfect attendance reward in the amount of \$250 (with a possible max of \$1,000 per year) will be paid quarterly for employees with zero absences during that quarter. An excellent attendance reward in the amount of \$100 (with a possible max of \$400 per year) will be paid quarterly for employees with  $\frac{1}{2}$  to 2 days absence.

**16.08 WORKPLACE INJURY**

**16.08.1 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.

**16.08.2 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.

**16.08.3 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.

#### **16.08.4 Employee Rights**

- A. An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- B. Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- C. 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.
- D. A return to work does not eliminate eligibility for the balance of Salary Continuation in the future if a medically documented flair up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.
- E. 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.

#### **16.08.5 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.

- A. 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.

B. 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.

C. Transitional Duty can be less than full time with Salary Continuation paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Salary Continuation upon submission of supporting medical documentation of the time spent in therapy.

#### **16.08.6 Coordination of Transitional Duty**

Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Salary Continuation is payable in medical-only claim. For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered Salary Continuation. If, however, the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related injury, Salary Continuation is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical documentation should include the date, time in and time out, and the medical provider's signature.

#### **16.08.7 Use of Salary Continuation**

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

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

#### **16.08.8 Transitional Duty and Outside Job**

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

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

employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

#### **16.08.9 Refusal of Transitional Duty**

- A. 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.
- B. 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.
- C. 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.
- D. Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

#### **16.08.10 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.

#### **16.08.11 Assault Leave**

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

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

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

#### **16.08.12      Merger**

Any related leave policies, such as injury leave and workers' compensation, and assault leave are hereby merged into this provision. The parties specifically intend to override and supersede any and all conflicting provisions of Ohio Law.

### **ARTICLE SEVENTEEN - UNPAID LEAVES OF ABSENCE**

- 17.01 Employees may, under conditions specified herein, be granted leaves of absence without pay for the following purposes: personal illness, pregnancy, adoption of a child, illness in the immediate family, non-work related injury, study and military service.
- 17.02 Leaves of absence may be authorized only by the BOARD upon the recommendation of the SUPERINTENDENT and as provided by the following rules and regulations and within the provisions of the Ohio Revised Code governing such leave. Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave may be considered by the BOARD as voluntary resignation of the employee.
- 17.03 Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments or retirement, but shall not be considered a break in continuous service so long as such leave does not exceed two (2) years. Time spent on an unpaid leave of absence for military service may be credited to the service required for annual increments.
- 17.04 A written application for an unpaid leave of absence must be filed with the Superintendent's designee and must specify the anticipated duration of leave.

Applications for unpaid leave for personal illness, illness in the immediate family, pregnancy or injury, must be accompanied by a statement from the attending physician verifying the basis and need for such leave. Application for unpaid leave for adoption must include a statement from the agency through which the adoption has been arranged, recommending that the leave be granted for the welfare of the adoptive child. Employees must have completed three (3) years of continuous service to apply for study leave. Application for study leave must be made at least sixty (60) days prior to the effective date of such leave. Application for military leave must be made as far in advance as feasible, but no later than the date that the duty commences, and will be granted in accordance with the provisions of the law.

- 17.05 An employee who in the judgment of the building principal or supervisor is physically and/or emotionally unable to perform all of the duties required of the employee shall furnish a statement from the employee's physician verifying the employee's ability or inability to continue in the present position. An employee verified unable to continue shall be placed on unpaid leave per Section 3319.13, Ohio Revised Code, after exhaustion of sick leave benefits.
- 17.06 All unpaid leaves except military leave shall not exceed one (1) year, with the option of renewal up to the maximum of one (1) additional year. Requests for renewal of leave must comply with the requirements of Section 17.04.

**17.07 Work Related Injury Leave/Assault Leave**

- A. In the event of a work connected occupational illness or injury, as determined by the Industrial Commission, 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 the employee 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.
- B. Any employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of the employee's application to return to work. 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 BOARD and upon advice of the Industrial Commission physician.
- C. In the event an employee receives a service connected occupational illness or injury in the course of employment with the EMPLOYER, as determined by the Industrial Commission, leave of absence may be granted by the

SUPERINTENDENT 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, if compensation payments are being received from the Bureau of Workers' Compensation, the EMPLOYER will only pay the difference between compensation received and the employee's regular salary. In the event there is no full recovery within said ninety (90) calendar day period, 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.

17.08 **FMLA:** 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.

17.09 **Return from Leaves**

- A. Application for reinstatement shall be made at least thirty (30) days before the expiration of an unpaid leave of absence for personal illness, injury and pregnancy. Not less than ten (10) days before the termination of the leave, the employee shall submit a written statement from the attending physician certifying that the employee has been medically examined and is or will be able to resume his/her duties with the BOARD when the leave of absence expires. Nothing in this section shall be construed to preclude an employee from returning to active employment status prior to the expiration of such leave upon the authorization of the attending physician or authorized practitioner; provided, however, the employee notifies the EMPLOYER of the employee's intent to return to work fifteen (15) working days in advance of such return.
- B. Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.
- C. Reinstatement following a military leave of absence will be in accordance with the provisions of the law.
- D. Upon return from any unpaid leave of absence, the employee shall be returned to the same position the employee held at the time said leave commenced, if available, and if not, to a position within the same classification.

## **ARTICLE EIGHTEEN - DISCIPLINE PROCEDURES**

18.01 Discipline is the application of an orderly process through a system of rules to ensure acceptable behavior of an employee. It can involve training and counseling to improve performance as well as penalties to correct abuses.

18.02 All disciplinary actions and procedures will be as follows.

18.03 PROGRESSIVE DISCIPLINE PROCEDURES ARE AS FOLLOWS:

**A. Oral reprimand:**

The employee's immediate supervisor may issue an oral reprimand when an employee disregards or violates normal, everyday work rules and procedures. Prior to the meeting for the oral reprimand, the immediate supervisor must provide the employee with written notification.

**B. Written reprimand:**

The employee's immediate supervisor may issue a written reprimand for repeated infractions of rules or violations of a serious nature. Prior to the meeting for the written reprimand, the immediate supervisor must provide the employee with written notification.

**C. Short-term suspension (1-3 days):**

The supervisor may recommend suspension for repeated infractions of rules and regulations or violations of a very serious nature. If a short-term suspension is anticipated, the superintendent's designee will give the employee a notice of pending disciplinary action which may result in a short-term suspension and schedule a hearing. After the hearing, the superintendent's designee will issue their findings.

**D. Long-term suspension (more than 3 days):**

The supervisor may recommend suspension for repeated infractions of rules and regulations or violations of a very serious nature. If a long-term suspension is anticipated, the superintendent's designee will give the employee a notice of pending charges and specifications and schedule a hearing. After the hearing, the superintendent's designee will issue his/her findings.

**E. Dismissal:**

The supervisor may recommend an employee be dismissed for repeated infractions of rules and regulation where reprimands and suspensions have failed to correct the behavior or for first offenses of a very serious nature. If a dismissal is anticipated, the superintendent's designee will give the

employee a notice of pending charges and specifications and schedule a hearing. After the hearing, the superintendent's designee will issue his/her findings.

## **ARTICLE NINETEEN - GRIEVANCE AND ARBITRATION**

19.01 A "grievance" is defined as any question or controversy between an employee or the ASSOCIATION (brought at Step 2) with the EMPLOYER involving the interpretation, application or compliance/non-compliance 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 an employee with the EMPLOYER may be made the subject of a grievance and may be processed as such. The Association will make the decision to file a grievance or proceed to appeal through the Civil Service Commission.

19.02 All employees should make every effort to settle differences and 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 Report Form (Level I) to the employee's immediate supervisor or his/her designee, who shall answer the grievance within five (5) work days after receipt. This written presentation of the grievance to the immediate supervisor must take place within five (5) 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. In no event, however, may a grievance be initiated more than thirty (30) days following the date of the occurrence from which the grievance arose. 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.

### **STEP 2**

The grievance shall be referred in writing by fully completing the Step 2 Grievance Report Form (Level II) to the Superintendent's designee or his/her designee, who will investigate the grievance with the immediate supervisor. The

Superintendent's designee shall reply within five (5) work days. If the employee is not satisfied with the written answer of the Superintendent's designee, 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 Superintendent's designee, it shall be considered to be satisfactorily resolved.

### STEP 3

The grievance shall be submitted in writing by fully completing the Step 3 Grievance Report Form (Level III) to the Superintendent's Designee, who shall investigate the grievance. As part of such investigation, the SUPERINTENDENT or his/her designee(s) shall meet with the aggrieved employee and his/her representative and others having knowledge of the matter within ten (10) working days of receipt of the grievance at this step. Within seven (7) workdays after the investigation meeting is held, the SUPERINTENDENT or his/her designee's answer to the grievance shall be issued to the aggrieved employee, the ASSOCIATION and all other affected individuals.

The aggrieved employee shall have the right to be represented by a representative of the ASSOCIATION, upon request, at any step of the foregoing grievance procedure.

If an employee does not receive an answer to his/her grievance within the time limits contained in Steps 1, 2 or 3, the grievance shall be considered denied and may be processed under paragraph 18.03 or the next step, whichever is appropriate.

A class action and/or group grievance shall be processed directly to Step 3.

### **Step Four – 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 Three 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.

#### 19.03 Arbitration

- A. Arbitration must be requested in writing by the ASSOCIATION within ten (10) work days after the written answer is given or should have been given by the superintendent under Step 3 of the grievance procedure set forth above or within thirty (30) days of the termination of mediation under Step Four; otherwise the matter shall not be subject to arbitration.
- B. Upon receipt of the request for arbitration, the superintendent will request the **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**.
- C. The EMPLOYER and the ASSOCIATION 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).
- D. The decision of the arbitrator shall be final and binding upon the EMPLOYER, the ASSOCIATION, and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. Only grievances, as defined herein, shall be subject to arbitration.

### **ARTICLE TWENTY - SICK LEAVE CONVERSION UPON RETIREMENT**

- 20.01 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 an employee's retirement.
- 20.02 "Employee" as used in this Article is defined as any employee who:
  - A. Has been employed by the EMPLOYER 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 Ohio Revised Code; and
  - C. Is eligible to receive a retirement pension benefit as a result of employment by the EMPLOYER after the effective date of this AGREEMENT.
- 20.03 All sick leave accumulated by an employee up to a maximum of one hundred and eighty (180) total 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:

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

The maximum number of days paid as severance pay under this Section shall be forty-five (45) days after twenty-five (25) years.

20.04 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.

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

21.01 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 ASSOCIATION. It is understood that any closing of schools necessitated by economic conditions existing in the School District or mandated or directed by the EMPLOYER shall not be deemed a lockout pursuant to the provisions of this section.

21.02 The ASSOCIATION 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 ASSOCIATION will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this AGREEMENT.

21.03 Any unauthorized strike, stoppage, slowdown, 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 actively participate therein or are responsible therefor.

#### **ARTICLE TWENTY-TWO - CATASTROPHIC ILLNESS/INJURY LEAVE**

22.01 In cases of personal hardship to an ASSOCIATION employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the Board and the Union may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated

unused sick leave by other ASSOCIATION employees who volunteer to do so. Any decisions made by the Board and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.

- A. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
- B. A Joint Committee shall be appointed. The Superintendent will appoint three administrators on an annual basis. The Union will appoint three (3) Union Officers on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.
- C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Executive Director of Human Resources. Applications will include, but not be limited to the following information:
  - 1. The nature of the claimed catastrophic/illness or injury;
  - 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
  - 3. Projected date of return to duty;
  - 4. Explanation of previous leave usage; and
  - 5. Any other pertinent information the applicant can submit to the committee for its consideration.
- D. Upon receipt of the application, the Executive Director of Human Resources shall notify the Joint Committee. The Joint Committee will meet as soon as practicable after receipt of a request and make a determination regarding the request. In order to approve a request for catastrophic illness/injury sick leave donation, two-thirds (2/3) vote of the entire committee must prevail. The employee will be informed of the committee's decision and their reasons therefore in writing. The decision of the committee shall be final.
- E. A maximum of forty-five (45) days of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) days. In no event will an employee be granted a total of more than ninety (90) days of catastrophic illness or injury leave.
- F. If an application is approved by the Joint Committee, the affected employee or his/her representative will either draw from the catastrophic Sick Leave

Bank, or assume the responsibility for solicitation of donations of accrued, unused sick leave from employees in the ASSOCIATION. Donated sick leave will be deducted from a donating employee's (donor's) accrued, unused sick leave and credited to the affected employee's (donee's) account. Human Resources will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Executive Director of Human Resources for processing.

22.01.1 G. All information and reports relating to applications submitted under this regulation will remain confidential.

## **ARTICLE TWENTY-THREE – DRESS CODE**

23.01 Clerical staff are encouraged to dress in appropriate, professional attire in the workplace.

## **ARTICLE TWENTY-FOUR - COMMUNITY SCHOOLS (CONVERSION)**

24.01 In the event that the EMPLOYER converts any school in this school district to a community (charter) school, and a reduction in force is necessary, the EMPLOYER will follow the provisions in Article Thirteen of this agreement, and all applicable provisions of Chapter 3314 of the Ohio Revised Code.

24.02 No employee shall be required to work at a converted community (charter) school if the employee would be employed by an entity other than EMPLOYER. If, however, an employee accepts employment at a converted community (charter) school located in this school district for any reason, the EMPLOYER will, in accordance with Chapter 3314 of the Ohio Revised Code:

1. continue to have provided health and retirement benefits for such individual at the same level as that individual would have received had that individual not been employed at the community (charter) school and that individual continued to have been employed by the EMPLOYER;
2. make certain that such individual receives all of the benefits provided by this and all subsequent applicable agreements;
3. make certain that such individual does not lose any accrued sick leave, vacation leave, personal leave, or retirement benefits that had been credited to the employee while in the employ of the EMPLOYER;
4. include in any agreement, resolution or order effectuating a succession, assignment, or transfer, a provision that this agreement is binding on the successor, assignee, or transferee and that all terms and conditions of this and all subsequent Agreements shall continue in full force and effect and that the successor, assignee or transferee shall continue to recognize the UNION as the exclusive representative of the employee, as permitted by law;

5. allow the employee to return to the Employers former classification in the school district, with similar position with the same pay, with no loss of seniority or benefits, if the employee leaves or is discharged from employment with the community (charter) school for any reason. All time spent in the employ of the community (charter) school shall be credited to the employee when calculating seniority and eligibility for compensation and benefits upon employee's return.

24.03 In the event that the EMPLOYER converts any school in the school district to a community (charter) school, the EMPLOYER will require the governing authority of the converted community (charter) school to recognize the UNION as the exclusive representative of all individuals employed in classifications covered by this and all subsequent applicable Agreements and to grant such employees the terms and conditions contained in this and all subsequent applicable Agreements as required by law.

## **ARTICLE TWENTY-FIVE - PARKING/ADMINISTRATION BUILDING**

25.01 The BOARD will provide paid parking for full time clerical employees located at the 115 South Ludlow Street location.

## **ARTICLE TWENTY-SIX – DURATION**

26.01 This AGREEMENT is subject to all existing statutes of the State of Ohio, 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 Regulation which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of this AGREEMENT shall remain in full force and effect. If any court of competent jurisdiction determines that any provision in this AGREEMENT is illegal, then such provision shall automatically terminate, and the remainder of this AGREEMENT shall remain in full force and effect.

26.02 This AGREEMENT shall be effective as of July 1, 2017 to June 30, 2020. The Board or the Union may serve written notice on the other of its intention to reopen this Contract for the purpose of negotiating salary and benefits, not more than one hundred and twenty (120) days and not less than sixty (60) days prior to June 30, 2020.

26.03 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.

26.04 In the event an impasse develops between the parties, they shall, in accordance with Ohio Revised Code Section 4117.14, utilize an alternative dispute settlement procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in ORC 4117.14(C) and under Ohio

Administrative Code Rule 4117-9-05(B),(C). The statutory notice requirement contained in ORC 4117.14(D) (2) will remain in effect throughout the negotiations.

26.05 By mutual agreement, at the request of either party, negotiations for a successor agreement may begin no sooner than 6 months prior to the expiration of the contract.

#### **ARTICLE TWENTY-SEVEN - COMPLETE AGREEMENT CLAUSE**

27.01 This AGREEMENT supersedes any and all previous agreements between the EMPLOYER and the ASSOCIATION, and contains the complete agreement of the parties. The EMPLOYER and the ASSOCIATION, for the term of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this AGREEMENT.

OAPSE, CHAPTER 158

By: Lynne Applegate  
Chapter President

By: Emily Shaffer  
Chapter Vice President

By: James R. Gottschalk  
OAPSE Field Representative

ADMINISTRATIVE STAFF OF THE  
BOARD OF EDUCATION

By: Elizabeth Lee  
Superintendent

By: John S.  
Legal Counsel

BOARD OF EDUCATION OF DAYTON  
CITY SCHOOLS

By: Will C. Hyatt  
Board President

By: Kimberly Abrahams  
Treasurer

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

During the term of this AGREEMENT, the following wage rates and job classifications shall be in effect in the unit covered by this AGREEMENT:

2.5% for the 2017-2018 school year (retroactive), 2.0% for the 2018-2019 school year, 1.5% for the 2019-2020 school year.

**SALARY SCALE FOR CLERICALS**

Step	Level I				Level II				Level III					
	2.50%	2.00%	1.50%		2.50%	2.00%	1.50%		2.50%	2.00%	1.50%			
1	\$13.46	\$13.80	\$14.08	\$14.29	1	\$14.26	\$14.62	\$14.91	\$15.13	1	\$15.14	\$15.52	\$15.83	\$16.06
2	\$13.85	\$14.20	\$14.48	\$14.70	2	\$14.69	\$15.06	\$15.36	\$15.59	2	\$15.59	\$15.98	\$16.29	\$16.54
3	\$14.26	\$14.62	\$14.91	\$15.13	3	\$15.16	\$15.54	\$15.85	\$16.08	3	\$16.04	\$16.45	\$16.77	\$17.03
4	\$14.69	\$15.06	\$15.36	\$15.59	4	\$15.60	\$15.99	\$16.31	\$16.55	4	\$16.52	\$16.94	\$17.28	\$17.53
5	\$15.15	\$15.53	\$15.84	\$16.07	5	\$16.07	\$16.47	\$16.80	\$17.05	5	\$17.00	\$17.43	\$17.78	\$18.04
6	\$15.60	\$15.99	\$16.31	\$16.55	6	\$16.53	\$16.95	\$17.29	\$17.55	6	\$17.50	\$17.94	\$18.30	\$18.57
7	\$16.05	\$16.46	\$16.79	\$17.04	7	\$17.01	\$17.44	\$17.79	\$18.05	7	\$18.04	\$18.49	\$18.86	\$19.15
8	\$16.53	\$16.95	\$17.29	\$17.55	8	\$17.52	\$17.96	\$18.32	\$18.60	8	\$18.57	\$19.04	\$19.42	\$19.71
9	\$17.01	\$17.44	\$17.79	\$18.05	9	\$18.06	\$18.52	\$18.89	\$19.17	9	\$19.13	\$19.60	\$20.00	\$20.30
10	\$17.52	\$17.96	\$18.32	\$18.60	10	\$18.59	\$19.06	\$19.44	\$19.73	10	\$19.72	\$20.21	\$20.61	\$20.92
15	\$18.32	\$18.69	\$18.97		15	\$19.44	\$19.83	\$20.13		15	\$20.61	\$21.03	\$21.34	

Step	Level IV				Level V				Level VI					
	2.50%	2.00%	1.50%		2.50%	2.00%	1.50%		2.50%	2.00%	1.50%			
1	\$16.03	\$16.44	\$16.76	\$17.02	1	\$16.98	\$17.41	\$17.76	\$18.02	1	\$18.01	\$18.46	\$18.83	\$19.12
2	\$16.51	\$16.93	\$17.27	\$17.52	2	\$17.49	\$17.93	\$18.29	\$18.56	2	\$18.46	\$18.92	\$19.30	\$19.59
3	\$16.99	\$17.42	\$17.77	\$18.03	3	\$18.01	\$18.46	\$18.83	\$19.12	3	\$19.08	\$19.56	\$19.95	\$20.25
4	\$17.50	\$17.94	\$18.30	\$18.57	4	\$18.55	\$19.02	\$19.40	\$19.69	4	\$19.68	\$20.17	\$20.57	\$20.88
5	\$18.03	\$18.48	\$18.85	\$19.14	5	\$19.09	\$19.57	\$19.96	\$20.26	5	\$20.26	\$20.76	\$21.18	\$21.50
6	\$18.55	\$19.02	\$19.40	\$19.69	6	\$19.69	\$20.18	\$20.58	\$20.89	6	\$20.89	\$21.41	\$21.84	\$22.17
7	\$19.10	\$19.58	\$19.97	\$20.27	7	\$20.27	\$20.77	\$21.19	\$21.51	7	\$21.51	\$22.05	\$22.49	\$22.83
8	\$19.70	\$20.19	\$20.59	\$20.90	8	\$20.90	\$21.42	\$21.85	\$22.18	8	\$22.15	\$22.71	\$23.16	\$23.51
9	\$20.28	\$20.78	\$21.20	\$21.52	9	\$21.52	\$22.06	\$22.50	\$22.84	9	\$22.82	\$23.39	\$23.86	\$24.21
10	\$20.90	\$21.42	\$21.85	\$22.18	10	\$22.16	\$22.72	\$23.17	\$23.52	10	\$23.48	\$24.07	\$24.55	\$24.92
15	\$21.85	\$22.29	\$22.62		15	\$23.17	\$23.64	\$23.99		15	\$24.55	\$25.04	\$25.42	

**PROGRESSION**

- A. Step 1 shall be paid during the first twelve (12) months of service in the job classification.
- B. 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.
- C. Step 3 shall be paid upon completion of twenty-four (24) months of service in the job classification during the next twelve (12) months of service in the job classification
- D. 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.
- E. Step 5 shall be paid upon completion of forty-eight (48) months of service in the job classification during the next twelve (12) months of service in the job classification.

- F. Step 6 shall be paid upon completion of sixty (60) months of service in the Job classification
- G. Step 7 shall be paid upon completion of seven-two (72) months of service in the job classification.
- H. Step 8 shall be paid upon completion of eighty-four (84) months of service in the job classification and thereafter while in such job classification.
- I. Step 9 shall be paid upon completion of ninety-six (96) months of service in the job classification and thereafter while in such job classification.
- J. Step 10 shall be paid upon completion of one-hundred eight (108) months of service in the job classification and thereafter while in such job classification.
- K. Progression 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.
- L. (1) New employees appointed to a job classification on or after April 1, 1998, shall be placed on Step 1, thereafter to progress to successive steps as provided above.  
(2) Employees appointed to a new job classification after April 1, 1998, whose wage rate in their former job classification at the time of appointment is lower than the Step 1 rate for the new job classification shall, at the time of appointment to the new job classification, be placed at Step 1 of the new job classification, thereafter to progress to successive steps in such new job classification upon completion of twelve (12) months of service on the preceding step in the new job classification. Employees appointed to a new job classification after April 1, 1998, whose wage rate in their former job classification at the time of appointment is higher than the Step 1 rate for the new job classification shall, at the time of appointment to the new job classification, be placed at that step in the new job classification which will effect no reduction in their pay, thereafter to progress to successive steps in such new job classification upon completion of twelve (12) months of service on the preceding step in the new job classification. Employees new to the unit shall start at step one.
- M. Longevity Bonus. After twenty (20) years of continuous service, an employee will receive a longevity bonus of \$700.00 per year, payable in one lump sum by the second pay period following the employee's anniversary date.
- N. The Employer will follow the requirements of Ohio R.C. 3313.53 regarding supplemental contracts.

## ADDENDUM NO. 2 INSURANCE PROGRAMS

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

A2.02 For purposes of this article, unless otherwise stated, a regular full-time employee is an employee who works at least thirty (30) hours per week and who works at least thirty-six (36) weeks per year. A regular part-time employee is an employee who is regularly scheduled to work less than thirty (30) hours per week and who works at least thirty-six (36) weeks per year.

Effective September 1, 2001, all medical insurance provided pursuant to this AGREEMENT shall be in accordance with the specifications contained in the Insurance plan. Prior to implementation, any amendments to the insurance plan shall be mutually agreed to by the Union and the employer.

A2.03 Appropriate information and application forms will be provided to all new Clerical employees at the time of employment. If the date of employment is later than the open enrollment period, required insurance forms shall be filed with the office of the Treasurer within five (5) work days of receipt. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

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

Member will pay fifteen (15%) of the monthly premium cost or premium-equivalent rate (premium); and the BOARD will pay eighty-five (85%) of the premium.

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

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

The Board's contribution to the HSA 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.

<b>High Deductible Health Plan with Health Savings Account</b>		
	<b>In-Network</b>	<b>Out of Network</b>
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinurance	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.

A2.04 The following Life Insurance Program shall be provided without cost to the employees covered by this AGREEMENT who make application for such insurance:

- A. Life Insurance of \$50,000 for all regular full-time employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36)

weeks per year or who have an annual contract with the EMPLOYER.

- B. Life Insurance of \$20,000 for all regular part-time employees who work less than thirty (30) hours per week and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
- C. Accidental Death and Dismemberment Insurance of \$40,000 for all regular full-time employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
- D. Accidental Death and Dismemberment Insurance of \$20,000 for all regular part-time employees who work less than thirty (30) hours per week and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.

A2.05 The foregoing Medical and Life Insurance Programs shall be available to all employees who have made application for such insurance, who are on the active working payroll on the effective date of this AGREEMENT, and who are regular, full-time employees of the BOARD who work at least thirty (30) hours per week, and who work at least thirty-six (36) weeks per year, or who have an annual contract with the EMPLOYER and for whom coverage is in effect prior to the effective date of this AGREEMENT.

A2.06 The Medical and Life Insurance Program shall be available to all employees hired after the effective date of this AGREEMENT, who make application for such insurance and who are full-time employees of the EMPLOYER who work at least thirty (30) hours per week, who work at least thirty-six (36) weeks per year, or who have an annual contract with the EMPLOYER, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month prior to the month coverage is to take effect. Such insurance shall become effective on the first day of the month following the date of this AGREEMENT or the date they complete thirty (30) days of continuous employment, whichever is the later date, for all such employees. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.

A2.07 In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each employee and withhold sufficient sums from the compensation payable to such employee during the periods such employee receives payroll checks to cover that portion of the premium due from the employee during months when the employee is not receiving payroll checks (e.g., during the summer months when school is not in session).

If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this ASSOCIATION will be offered the same benefits or rates.

A2.08 The foregoing Medical and Life Insurance Programs shall remain in effect for all full-time employees entitled to coverage in accordance with the provisions of Sections A2.03, A2.04 and A2.05 during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of

absence, non-compensated approved leave of absence of less than thirty (30) days (except personal illness leave of absence), leave of absence for personal illness of less than ninety (90) days, or leave in accordance with the Family Medical Leave Act (FMLA), or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year. Employees on non-compensated approved leave of absence or approved medical leave of absence who desire to continue insurance coverages past the period for which the EMPLOYER has agreed to continue such coverage on the basis set forth in Section A2.05 may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17<sup>th</sup>) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the EMPLOYER until the employee returns to active working status.

A2.09 The foregoing Medical Insurance Program described in section A2.03 shall be provided on a participating basis only for all regular part-time employees who complete the required applications for such insurance and submit such applications to the Treasurer of the EMPLOYER, or who are covered by such insurance by the EMPLOYER on the effective date of this AGREEMENT, and who are regular part-time employees of the BOARD working less than thirty (30) hours per week, provided such employees work at least thirty-six (36) weeks per year or have an annual contract with the BOARD, in accordance with the following schedule:

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

All part-time employees hired after the effective date of this agreement will pay the greater of 20% or the percentage set forth above. The maximum contribution by the BOARD as set out above will be applied to the current premium or the limits set forth in Section A2.08 of this ARTICLE, whichever is less. Insurance coverage is not automatic. All required insurance forms or applications must be properly completed and returned to the Treasurer in order to effect coverage.

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

A2.11 For purposes of this Addendum only, a "regular part-time employee" is an employee employed on a continuous basis by the EMPLOYER, who performs services for which compensation is paid during each week after employment commences or after such employee is placed under contract with the EMPLOYER on a regular basis with the number of hours of service to be performed scheduled on a regular and recurring basis. It is understood that any individual employed by the EMPLOYER excluded from the definition of an employee pursuant to section 2.01 of this AGREEMENT, and any individual employed by the EMPLOYER on an "on call" basis is not considered a regular part-time employee.

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

On behalf of each employee subscribing to a Flexible Spending Account under the preceding paragraph, the EMPLOYER will make quarterly contributions in the amount of \$150.00 (\$600.00 per year).

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

On behalf of each employee subscribing to a Cash Bonus Account under the preceding paragraph, the EMPLOYER will make quarterly contributions to such Account in the amount of \$150.00 (\$600.00 per year).

A2.14 Conversion Privilege

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

A2.15 SERS Pickup

The EMPLOYER shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the EMPLOYER as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 82-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the EMPLOYER, and that the amount designated as "picked up" by the EMPLOYER shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up", nor is the EMPLOYER's total contributions to the State employees Retirement System increased thereby.

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

A2.16 ASSOCIATION members are eligible to participate in an I.R.S. approved Code 125 Flexible Benefit (Cafeteria) Plan for their use on a payroll deduction basis. It

is desired that this plan would include the benefits of pre-taxing employee costs for: all legally eligible insurance premiums under the provisions of Section 106 of the I.R.S. Code; unreimbursed medical expenses under the provisions of Section 105 of the I.R.S. Code; and dependent care costs (child or parent) under the provisions of Section 129 of the I.R.S. Code.

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

It is agreed that during the annual open enrollment period established for the 125 Plan that adequate time be allowed for on-site explanation of the 125 Plan, and all available benefits by the delegated 125 Plan administrator (AFLAC representative) on an individual employee basis. It is expected that this would also have to be accomplished on a non-interference-with-work basis.

